

Agenda



County of Inyo Board of Supervisors

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

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

Public Comment may be provided two ways: emailing the comments prior to the meeting, or emailing comments for individual agenda items by the time the staff report for that item has ended. At that point, all emailed comments will be read into the record, and the Board of Supervisors will take that feedback into consideration as it deliberates. Please send comments for Board of Supervisors meetings and individual agenda items to boardclerk@inyocounty.us.

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.

April 21, 2020 - 8:30 AM WATCH LIVE HERE: <https://zoom.us/j/868254781>

1. **PLEDGE OF ALLEGIANCE**
2. **PUBLIC COMMENT**
3. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
4. **COVID-19 STAFF UPDATE**
5. **PROCLAMATIONS - Wild Iris** - Request Board approve: A) a proclamation declaring April 2020 as Child Abuse Prevention Month; and B) a proclamation declaring April 2020 as Sexual Assault Awareness Month.

DEPARTMENTAL - PERSONNEL ACTIONS

6. **Health & Human Services - Health/Prevention** - Request Board:
 - A) Change the Authorized Strength in the Health and Human Services, Public Health and Prevention Division by:
 1. Deleting one (1) office Technician III Range 63 (\$3,944-\$4,799) and
 2. Adding one (1) Administrative Secretary II at Range 60 (\$3,684-\$4,475); and
 - B) Find that, consistent with the adopted Authorized Position Review Policy:

1. The availability of funding for the requested position exists in non-General fund Health Budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
2. Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
3. Approve the hiring of one (1) Administrative Secretary II at Range 60 (\$3,684-\$4,475).

CONSENT AGENDA (Approval recommended by the County Administrator)

7. **Agricultural Commissioner - ESWMA** - Request Board: A) approve Contract No. P1960020 between the County of Inyo Department of Agriculture - Eastern Sierra Weed Management Area and the California Department of Fish and Wildlife (CDFW) for the provision of noxious weed control services, in an amount not to exceed \$13,500.00, for the period of "Upon Approval by CDFW" to June 30, 2022; and B) authorize Agricultural Commissioner Nathan Reade to sign the contracts on behalf of the County of Inyo Department of Agriculture.
8. **County Administrator - Advertising County Resources** - Request Board approve a final payment of \$800 from the 2018-19 Advertising County Resources Budget to the Bishop Area Chamber of Commerce and Visitors Bureau for the 2019 Dispersed Camping Brochure.
9. **County Administrator-Emergency Services/Health & Human Services** - Request Board: A) approve Amendment No. 1 to the Agreement between the County of Inyo and Benjamin Ditto for the provision of COVID-19 informational videos, increasing the contract to an amount not to exceed \$20,000, and authorize the CAO to sign; and B) authorize an increase of the CAO's purchasing authority with Ben Ditto by \$10,000, to a total not-to-exceed amount of \$30,000, for the purchase of professional video services.
10. **County Counsel** - Request Board approve proposed legal services agreement with Cox, Castle & Nicholson LLP, for a term of April 21, 2020, to June 30, 2021, with a contract limit of \$15,000, contingent upon the Board's adoption of future budgets, and authorize the Board Chairperson to sign, contingent on all appropriate signatures being obtained.
11. **Health & Human Services - First 5** - Request Board appoint and/or reappoint the following individuals to the First 5 Children and Families Commission: Anna Scott to a three-year term ending April 20, 2023 to be filled by the Health & Human Services Director or her designee; and Keri Oney to a three-year term ending April 20, 2023 to be filled by the designee of the Health & Human Services Director, as defined in Health & Safety Code Section 130140.
12. **Public Works** - Request Board approve Amendment No. 3 to the agreement between the County of Inyo and Wadell Engineering Corporation (WEC) of Burlingame, CA, to increase the contract to an amount not to exceed \$438,301.00, contingent upon approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

13. **Public Works** - Request Board:
 - A) award the contract for the Bishop Library Exterior Coating Removal Project to Blasting and Coatings Enterprises Inc. of Canyon Country, CA as the successful bidder;
 - B) approve the construction contract between the County of Inyo and Blasting and Coatings Enterprises Inc. of Canyon Country, CA in the amount of \$27,320.50, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and
 - C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

14. **Sheriff** - Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$5,000, payable to Adamson Police Products of Los Alamitos, CA for miscellaneous law enforcement gear, and increase spending authority to \$40,100 through the end of the fiscal year.

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

15. **Sheriff** - Request Board ratify and approve an increase of Sheriff Security purchasing authority with American Security Group of Vista, CA by \$8,054, to a total not-to-exceed amount of \$60,675, for security system repairs.

16. **County Counsel** - Request Board consider and potentially adopt a resolution approving an updated ADA Self-Evaluation and Transition Plan for Inyo County, and provide any desired direction to staff.

17. **Public Works** - Request Board:
 - A) approve proposed Resolution No. 2020-18, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Identifying Projects to be Funded by Road Maintenance and Rehabilitation Funds Pursuant to SB 1: The Road Repair and Accountability Act," and authorize the Chairperson to sign;
 - B) approve the recommended project lists attached to satisfy the documentation requirements to receive SB1, Road Repair and Accountability Act of 2017 funding from the Road Maintenance and Rehabilitation Account (RMRA); and
 - C) authorize the Public Works department to apply for and submit all required documentation to receive the Inyo County allotment of SB 1, Road Repair and Accountability Act of 2017 funding and authorize the Public Works department head, or his designee, to sign for the RMRA funding and all associated supporting documents.

18. **Public Works** - Request Board: A) declare DuBois and King Inc. of Randolph, VT a sole-source provider of on-call professional consulting, planning and engineering services; B) ratify and approve the agreement between the County of Inyo and DuBois and King Inc. of Randolph, VT for the provision of professional consulting, planning, and engineering services in an amount not to exceed \$100,000 for the period of April 1, 2020 through April 31, 2021, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

19. **Health & Human Services** - Request Board ratify and approve the Standard Agreement for Contract Number FP-1920-16, between the County of Inyo and the California Department of Aging, in the amount of \$143,750 for February 2, 2020

through June 30, 2021, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget, and authorize the HHS Director to sign the Standard Agreement Amendment.

20. **Health & Human Services - Health/Prevention** - Request the Board ratify and approve the Fiscal Year 2019-2020 Children's Medical Services (CMS) Plan and Budgets and authorize the Chairperson to sign the Certification Statements.
21. **Health & Human Services - Social Services** - Request Board ratify and approve the contract between the County of Inyo and the Inyo County Office of Education for the provision of Stage I Child Care Services, in an amount not to exceed \$150,000.00, for the period of July 1, 2019 through June 30, 2020, and authorize Chairperson to sign contingent upon all appropriate signatures being obtained.
22. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of March 3, 2020, March 10, 2020, March 17, 2020, April 7, 2020, and April 14, 2020, as well as the minutes of the special meetings of March 24, 2020, and March 31, 2020.

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

23. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CLOSED SESSION

24. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –***
Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) of Government Code §54956.9: one potential case. Circumstances: threatened litigation regarding proposed groundwater ordinance.
25. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –***
Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) of Government Code §54956.9: two potential cases.
26. ***PUBLIC EMPLOYEE PERFORMANCE EVALUATION*** – Title: County Administrative Officer
27. ***CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS*** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

28. ***REPORT ON CLOSED SESSION AS REQUIRED BY LAW.***



**PROCLAMATION
OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
DECLARING APRIL 2020 CHILD ABUSE PREVENTION
MONTH**



WHEREAS, children are vital to our community's future success and quality of life as well as being our most vulnerable assets; and

WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and

WHEREAS, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community; and

WHEREAS, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development, and concrete resources they need to cope with stress and nurture their children, ensure all children grow to their full potential; and

WHEREAS, child abuse and neglect can be reduced in Inyo County by making sure each family has the support they need in raising their children in a safe, nurturing environment; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community; and

WHEREAS, Wild Iris has set an important example of how forging collaborative relationships among service agencies and organizations serves to improve the quality of service for those profoundly and directly affected by child abuse, thus providing a model for how the rest of the community might work together to speak out and find solutions to end child abuse; and

WHEREAS, Wild Iris requests public support and assistance as it continues its effort to bring real hope for ending child abuse in Inyo County and creating a future where all children can live free from abuse.

NOW THEREFORE, in recognition of the important work done by Wild Iris and all victims' service providers, let it be resolved that the Inyo County Board of Supervisors proclaims April 2020 as Child Abuse Prevention Month.

Matt Kingsley,
Chairperson, County of Inyo Board of Supervisors

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

By: _____
Assistant Clerk of the Board



**PROCLAMATION
OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
DECLARING APRIL 2020 SEXUAL ASSAULT
AWARENESS MONTH**



WHEREAS, rape, sexual assault, and sexual harassment harm our community, and statistics show that 1 in 6 women and 1 in 33 men will experience sexual assault during their lifetime; and

WHEREAS, survivors should have help to find the compassion, comfort, and healing they need, and sexual abusers should be punished to the full extent of the law; and

WHEREAS, survivors of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can heal from the abuse; and

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide services to victims of sexual assault and work to increase public understanding of this significant problem; and

WHEREAS, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

WHEREAS, prevention is possible through education, awareness and community involvement; and

WHEREAS, it is time for all residents of Inyo County to take action to create a safer environment for all and make ending sexual assault a priority; and

WHEREAS, Wild Iris requests all residents of Inyo County pledge to join advocates and communities across the country in taking action to prevent sexual violence.

NOW THEREFORE, in recognition of the important work done by Wild Iris and all victims' service providers, let it be resolved that the Inyo County Board of Supervisors proclaims April 2020 as Sexual Assault Awareness Month.

Matt Kingsley,
Chairperson, County of Inyo Board of Supervisors

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

By: _____
Assistant Clerk of the Board



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: April 21, 2020

FROM:

SUBJECT: Change the Authorized Strength in Health and Human Services and authorize the hiring of an Administrative Secretary II for the Public Health and Prevention Division

RECOMMENDED ACTION:

Request Board:

A) Change the Authorized Strength in the Health and Human Services, Public Health and Prevention Division by:

1. Deleting one (1) office Technician III Range 63 (\$3,944-\$4,799) and
2. Adding one (1) Administrative Secretary II at Range 60 (\$3,684-\$4,475); and

B) Find that, consistent with the adopted Authorized Position Review Policy:

1. The availability of funding for the requested position exists in non-General fund Health Budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
2. Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
3. Approve the hiring of one (1) Administrative Secretary II at Range 60 (\$3,684-\$4,475).

SUMMARY/JUSTIFICATION:

The Office Technician III position in our Public Health and Prevention division of Health and Human Services recently became vacant when our employee moved to another position in the Department. This provided the Department an opportunity to assess whether the administrative support needs of the division's Deputy Director could be better served by another classification. The Administrative Secretary series provides for the administrative support needed and is differentiated from the Office Technician series by supervisory duties and level of detailed fiscal duties. The Administrative Secretary series is also consistent with the classification used by the other program division leads.

Public Health and Prevention is a critical part of the HHS infrastructure as evidenced by the current COVID-19 emergency. Providing administrative support to this division is critical and the Department respectfully requests your Board support the recommended action.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to maintain the current classification and authorize the hiring of an Office Technician III or choose not to fill the vacancy.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

State and Federal funding. This position is budgeted 100% in the Health budget (045100) in the Salaries and Benefits object codes. No County General Funds.

ATTACHMENTS:

APPROVALS:

Marilyn Mann	Created/Initiated - 4/3/2020
Darcy Ellis	Approved - 4/3/2020
Rhiannon Baker	Approved - 4/6/2020
Melissa Best-Baker	Approved - 4/6/2020
Marshall Rudolph	Approved - 4/6/2020
Amy Shepherd	Approved - 4/7/2020
Sue Dishion	Approved - 4/7/2020
Marilyn Mann	Final Approval - 4/7/2020



County of Inyo



Agricultural Commissioner - ESWMA

CONSENT - ACTION REQUIRED

MEETING: April 21, 2020

FROM: Nathan Reade, Alexandra Barbella

SUBJECT: Approval of Contract Between the Inyo County Agricultural Commissioner Department and California Department of Fish and Wildlife

RECOMMENDED ACTION:

Request Board: A) approve Contract No. P1960020 between the County of Inyo Department of Agriculture - Eastern Sierra Weed Management Area and the California Department of Fish and Wildlife (CDFW) for the provision of noxious weed control services, in an amount not to exceed \$13,500.00, for the period of "Upon Approval by CDFW" to June 30, 2022; and B) authorize Agricultural Commissioner Nathan Reade to sign the contracts on behalf of the County of Inyo Department of Agriculture.

SUMMARY/JUSTIFICATION:

The Eastern Sierra Weed Management Area, administered by the County of Inyo Agricultural Commissioner Department, provides noxious weed control services upon request from the California Department of Fish and Wildlife (CDFW). CDFW requires a completed contract to pay for services rendered. Contract number P19600200 would allow CDFW to pay for noxious weed control services completed by the Eastern Sierra Weed Management Area over the period of "as soon as approved by CDFW" to June 30, 2022 in the amount not to exceed \$13,500.00.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Inyo County Agricultural Commissioner Department, through its Eastern Sierra Weed Management Division, has been providing invasive plant control services to the California Department of Fish and Wildlife (CDFW) for several years. CDFW requires a new contract be approved for work through the year 2022 since the previous contract has ended.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve the contract. This is not recommended as it would result in the inability of the CDFW to pay for past and future noxious weed control services completed by the Eastern Sierra Weed Management Area and a potential increase in noxious weed populations on State lands in Inyo and Mono Counties. Not approving these contracts could also reduce future Eastern Sierra Weed Management Area revenues through fiscal year 2021-2022.

OTHER AGENCY INVOLVEMENT:

California Department of Fish and Wildlife

FINANCING:

Contract number P1960020 would provide that the California Department of Fish and Wildlife shall pay the County of Inyo Department of Agriculture - Eastern Sierra Weed Management Area up to \$4,500 per fiscal year over three years for a contract total amount not to exceed \$13,500.00. Payments will be received as revenue in the Eastern Sierra Weed Management Area Budget Unit 621300, object code 4819 (Services and Fees).

ATTACHMENTS:

1. CDFW Weed Abatement Agreement

APPROVALS:

Alexandra Barbella	Created/Initiated - 4/8/2020
Darcy Ellis	Approved - 4/8/2020
Alexandra Barbella	Approved - 4/9/2020
Nathan Reade	Approved - 4/9/2020
Marshall Rudolph	Approved - 4/9/2020
Amy Shepherd	Final Approval - 4/9/2020



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
P.O. Box 944209
Sacramento, CA 94244-2090
<http://www.wildlife.ca.gov>

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



April 6, 2020

Nathan Reade
County of Inyo
168 North Edwards Street
Independence, CA 93526

Re: P1960020 Weed Abatement

Enclosed is one (1) complete set of the Agreement. Please sign and return the signed STD 213, Standard Agreement signature sheet, as well as the "Acknowledgement Disclaimer", within ten (10) working days to:

For United States Postal Service deliveries:
California Department of Fish and Wildlife
Contracts Management Unit
P.O. Box 944209
Sacramento, CA 94244-2090

The Agreement may be accepted if signed via DocuSign or if signed and scanned back by email to the CDFW Contract Analyst at Amber.Kuan@wildlife.ca.gov.

Please refer to the box(es) checked below for further instruction:

- Payment Data Record form (STD 204). This form is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state.
- Contractor Certification Clauses (CCC 04/2017). The CCC 04/2017 contains clauses and conditions that may apply to your Agreement and failure to do so will prohibit the State of California from doing business with your company. Available via:
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
- A copy of your Authorizing Resolution.
- California Civil Rights Laws Certification. The completion and return of this form is required for all agreements (including amendments) that exceed \$100,000.
- Requested insurance as per the attached Exhibit D (or Exhibit G): Commercial General Liability, Automobile Liability, Pollution Liability, and Workers Compensation and Employers Liability.
- Voluntary Statistical Data Sheet (VSDS). The completion and return of this form is strictly voluntary.
- Other

Questions concerning the services to be performed under this Agreement should be directed to the CDFW Contract Manager Alisa Ellsworth at (760) 872-1173

Sincerely,
Amber Kuan
CDFW Contract Analyst

Enclosure(s)
C: File, Suspense
R6, Noretta Govoni
R6, Alisa Ellsworth

Conserving California's Wildlife Since 1870



State of California - Natural Resources Agency
 DEPARTMENT OF FISH AND WILDLIFE
 P.O. Box 944209
 Sacramento, CA 94244-2090
<http://www.wildlife.ca.gov>

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



April 6, 2020

Nathan Reade
 County of Inyo
 168 North Edwards Street
 Independence, CA 93526

Re: P1960020 Weed Abatement

ACKNOWLEDGEMENT OF WORK COMMENCEMENT AUTHORIZATION DISCLAIMER

Where approval from the California Department of Fish and Wildlife (CDFW) and the Department of General Services (DGS) applies, the attached contract shall be of no force or effect until it is signed by both parties (CDFW and Contractor) and/or approved by the DGS. The signing of this contract by your organization does not authorize the commencement of work.

By signing this letter, your organization acknowledges and agrees not to begin work until all approvals have been obtained, the contract has been fully executed, and the contractor has been given authorization to begin work. Should any work begin before all approvals are obtained or authorization is given, services will be considered voluntary.

Please be advised that failure to sign and return this letter will delay approval of your contract.

 Authorized Signature

 Date

 Printed Name and Title of Person Signing

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>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</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

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

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))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

P1960020

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Fish and Wildlife

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

Upon CDFW Approval Date

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement is:

Thirteen Thousand Five Hundred Dollars and No Cents (\$13,500.00)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (GTC 04/2017)	*
+ - Exhibit D	CDFW Additional Provisions	8

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Inyo

CONTRACTOR BUSINESS ADDRESS

168 North Edwards Street

CITY

Independence

STATE

CA

ZIP

93526

PRINTED NAME OF PERSON SIGNING

Nathan Reade

TITLE

Agricultural Commissioner

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Fish and Wildlife

CONTRACTING AGENCY ADDRESS

P.O. Box 944209

CITY

Sacramento

STATE

CA

ZIP

94244

PRINTED NAME OF PERSON SIGNING

Melinda Peacock

TITLE

Section Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per SCM Vol 1, 4.04(A)(2)

1. The Contractor agrees to provide, to the California Department of Fish and Wildlife (CDFW), weed abatement services, as described herein:

The Contractor shall conduct chemical control of targeted invasive plant species, in accordance with the specifications, terms, and conditions contained herein. Rates shall include all Contractor costs including but not limited to labor, transportation, travel, parking and all other overhead expenses.

2. The Contractor shall schedule work through the Bishop Office 787 N. Main St. Suite 220, Bishop, CA 93514 (760) 872-1173. The services shall be performed at the following locations:
 - Slinkard/Little Antelope Wildlife Area near Walker, CA
 - East Walker River Wildlife Area near Bridgeport, CA
 - Round Valley Wildlife Area near Bishop, CA
 - Fish Slough Ecological Reserve near Bishop, CA
3. The services shall be provided at various days and times as determined between CDFW and the Contractor upon contract execution. The Contractor will be required to obtain agreement, in writing, from the CDFW Contract Manager for any changes to the service schedule.
4. The Project Officials during the term of this Agreement will be:

CDFW Contract Manager

Name: Alisa Ellsworth
Phone: (760) 872-1173
Fax: (760) 872-1284
Email: Alisa.Ellsworth@wildlife.ca.gov

Contractor Project Director

Name: Alexandra Barbella
Phone: (760) 873-3578
Fax: (760) 873-1610
Email: ABarbella@inyocounty.us

Direct all inquiries to:

California Department of Fish and Wildlife

Section: Lands North Program,
Bishop Field Office
Attention: Alisa Ellsworth
Address: 787 N. Main Street, #220
Bishop, CA 93514

Phone: (760) 872-1173
Fax: (760) 872-1284
Email: Alisa.Ellsworth@wildlife.ca.gov

County of Inyo

Section: Department of Agriculture,
Eastern Sierra Weed Management Area
Attention: Alexandra Barbella
Address: 207 West South Street, Rm 9
Bishop, CA 93514

Phone: (760) 873-3578
Fax: (760) 873-1610
Email: ABarbella@inyocounty.us

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

5. SCOPE OF WORK

A. BACKGROUND AND OBJECTIVES

The purpose of this agreement is for Eastern Sierra Weed Management Area (WMA) staff, a division of the County of Inyo, Department of Agriculture, to provide herbicide application services to assist the CDFW with invasive plant control on CDFW managed lands in Mono and Inyo Counties. The WMA will treat target weeds using approved herbicide applications as a key component of the CDFW’s Integrated Pest Management (IPM) program.

The CDFW prioritizes the treatment of certain invasive plant species that pose a threat to natural resources on CDFW lands by reducing habitat quality for native plants and wildlife, fueling catastrophic wildfires, or those plants that are regulated as a “noxious weed” by the California Department of Food and Agriculture. “Noxious weed” means any species of plant that is, or is liable to be, troublesome, aggressive, intrusive, detrimental, or destructive to agriculture, silviculture, or important native species, and difficult to control or eradicate, which the director, by regulation, designates to be a noxious weed.

The Eastern Sierra WMA will complete herbicide treatment for the following species: perennial pepperweed (*Lepidium latifolium*), Canada thistle (*Cirsium arvense*), bull thistle (*Cirsium vulgare*), poison hemlock (*Conium maculatum*), or others by mutual agreement and as needed basis.

B. WORK TO BE PERFORMED

- 1) The Eastern Sierra Weed Management Area (WMA) will complete all work associated with treatment of invasive plant infestations at the project sites identified below, such as, but not limited to preparation of herbicides and adjuvants, preparation of necessary equipment and labor, travel to and from work site, and submitting necessary pesticide reports shall be included.

Project Sites	Target Species
Slinkard/Little Antelope Wildlife Area	Perennial pepperweed; Canada thistle; poison hemlock
East Walker River Wildlife Area	Perennial pepperweed
Round Valley Wildlife Area	Perennial pepperweed
Fish Slough Ecological Reserve	Perennial pepperweed; Canada thistle

- 2) Only approved herbicides, expressly identified on CDFW Pesticide Use Recommendation (DFW 679) forms may be used on Department lands. Spot and

foliar spray shall occur prior to flowering and seed development unless otherwise directed by the CDFW Contract Manager.

- 3) The Contractor shall follow all herbicide label requirements and take all industry-accepted precautions to protect the environment, including but not limited to not spraying in sensitive areas, avoiding weather conditions that might result in drift, and avoiding native plant species.
- 4) The Contractor shall notify the CDFW Contract Manager immediately in the event of any spillage of herbicides. Contractor should immediately notify the CDFW of any unexpected conditions encountered during the work such as the discovery of special status species or cultural resources on site.
- 5) The Contractor shall file necessary monthly pesticide reports to the appropriate county officials and email a copy to CDFW Contract Manager.
- 6) The Contractor shall use colorant to mark where spraying has occurred and avoid missing weeds or over spraying.
- 7) All Contractor equipment must be free of invasive plant material (including seeds) and clean prior to use on work site. District staff will perform inspections on a periodic base.

C. SCHEDULE OF COMPLETION DATES

- 1) All Services shall take place at agreed upon dates and times between the CDFW Contract Manager and Contractor. The CDFW Contract Manager will contact the Contractor to set up dates and times for services to be provided. No herbicide treatments shall be conducted without the prior authorization of the Contract Manager.

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. The Contractor shall be paid monthly in arrears, upon submission of an original and two copies of the invoice, which properly details all charges, expenses, direct and indirect costs. Invoices shall be submitted to:

Contract Manager:	Alisa Ellsworth
Region / Division:	Inland Desert Region 6/ Lands North
Address:	787 N. Main Street, #220, Bishop, CA 93514

- C. The original and one (1) approved copy of the invoice will be forwarded to the California Department of Fish and Wildlife’s Accounting Claims Section by the CDFW Contract Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to the Contractor. All invoices must be approved by the Contract Manager.
- D. The invoice shall contain the following information:
 - 1. The word “Invoice” should appear in a prominent location at the top of the page(s);
 - 2. Printed name of the Contractor;
 - 3. Business address of the Contractor including P.O. Box, City, State, and Zip Code;
 - 4. Name of the Region/Division of the California Department of Fish and Wildlife being billed;
 - 5. The date of the invoice and the time period covered;
 - 6. The number of the agreement upon which the claim is based, and;
 - 7. An itemized account of the services for which the California Department of Fish and Wildlife is being billed. Include all of the following:
 - a. The time period covered by the invoice, i.e., the term “from” and “to”;
 - b. A description of the services performed;
 - c. The method of computing the amount due based on a line item budget/cost reimbursement method. Payments will be made by the State to the Contractor, in arrears, upon receipt of an itemized invoice showing the time period covered

and the work items accomplished. The invoice must be itemized using the categories and following the format of the attached budget.

- d. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this agreement; and
 - e. The original signature of the Contractor (not required of established firms or entities using preprinted letterhead invoices).
8. The Contractor agrees to accept payment only in the form of a warrant issued by the California State Controller's Office (SCO). No other payment method shall be made in the payment of these invoices.

2. CONTRACT WRITTEN PRIOR TO APPROVAL OF THE BUDGET ACT

- A. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays.
- B. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any additional provisions of this Agreement.
- D. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

4. LINE ITEM BUDGET

The Contractor will provide to CDFW, weed abatement services, accordance with the specifications, terms, and conditions contained herein, at the unit rates noted below. Rates shall include all Contractor costs including but not limited to labor, shipping, taxes, transportation, travel, parking and all other expenses necessary under the performance of this contract.

<u>ITEM</u>	<u>AMOUNT</u>
FY2019/2020	
Upon CDFW Approval – June 30, 2020	
Personal Services (Salaries & Wages)	\$2,900.00
Operating Expenses and Equipment (OE&E)	\$1,026.25
Administrative Costs (15%)	\$573.75
Total	<u>\$4,500.00</u>
FY2020/2021	
July 1, 2020 – June 30, 2021	
Personal Services (Salaries & Wages)	\$2,900.00
Operating Expenses and Equipment (OE&E)	\$1,026.25
Administrative Costs (15%)	\$573.75
Total	<u>\$4,500.00</u>
FY2021/2022	
July 1, 2021 – June 30, 2022	
Personal Services (Salaries & Wages)	\$2,900.00
Operating Expenses and Equipment (OE&E)	\$1,026.25
Administrative Costs (15%)	\$573.75
Total	<u>\$4,500.00</u>
Contract Total	<u>\$13,500.00</u>

1. **LICENSES AND PERMITS (If Applicable)** ~ The Contractor shall be an individual or firm licensed to do business in California and shall obtain, at his/her expense, all licenses and permits required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the City/County in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letters from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to CDFW, a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that State.

In the event any licenses and/or permits expire at any time during the term of this Agreement, Contractor agrees to provide the California Department of Fish and Wildlife (CDFW) a copy of the renewed licenses and/or permits within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect, at all times, all required licenses and permits, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

2. **RIGHTS IN DATA** ~ The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
3. **RIGHT TO TERMINATE** ~ CDFW reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service.

4. **SETTLEMENT OF DISPUTES** ~ Unless otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be resolved informally, shall be decided by the following two (2) step procedure:
 - a. The Contractor must provide written notice of the particulars of such disputes to the CDFW Contract Manager or appointed representative. The CDFW Contract Manager must respond, in writing, within ten (10) working days of receipt of the written notice of dispute.

Should the Contractor disagree with the CDFW Contract Manager's decision, the Contractor may appeal to the second level. Pending the decision on appeal the Contractor shall proceed diligently with the performance of this Agreement in accordance with the CDFW Contract Manager's decision.

- b. The second level appeal must indicate why the CDFW Contract Manager's decision is unacceptable, attaching it to the Contractor's original statement of the dispute with supporting documents, and a copy of the CDFW Contract Manager's response. This letter of appeal shall be sent to the California Department of Fish and Wildlife, Deputy Director, or duly appointed representative. The second level appeal must be filed within fifteen (15) working days upon receipt of the CDFW Contract Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such rights to an adjustment of this Agreement. The Deputy Director, or designee, shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director or designee, shall be returned to the Contractor within fifteen (15) working days of the receipt of the appeal. The decision of the Deputy Director, or designee, will be final.

5. PROPERTY ACQUISITIONS ~ Property, as used in this section shall include:

- a. **Equipment** – Tangible property (including furniture) with a unit cost of \$5,000.00 or more, and a useful life of four (4) years or more. Actual costs include the purchase price plus all costs to acquire, install and prepare the equipment for its intended use.
- b. **Furniture** – Standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. **Portable Assets** – Items considered 'highly desirable' because of their portability and value, e.g., calculators, typewriters, Dictaphones, cameras and microscopes, etc.
- d. **Electronic Data Processing (EDP) Equipment** – All computerized and auxiliary automated information handling including system design and analysis, conversion of data, computer programming, information storage and retrieval, voice, video, and data communications, requisite system controls, simulation and all related interactions between people and machines.

The Contractor may purchase property under this Agreement only if specified in Exhibit B titled 'Budget Detail and Payment Provisions'. Any property purchased by the Contractor, with funds provided under this Agreement, shall be the property of the State during the customary depreciable life thereof. The Contractor shall promptly report any such purchase to the CDFW Contract Manager and to the State's Property Officer. Should this Agreement be terminated for any reason, or upon expiration and failure to negotiate hereof, all such property shall be returned to the State within the timeframe negotiated between the Contractor and the State. Prior written authorization by the CDFW Contract Manager shall be required before the Contractor will be reimbursed for any property purchases not specified in the Budget. The Contractor shall provide to the CDFW Contract Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Before property purchases made by the Contractor are reimbursed by CDFW, the Contractor shall submit paid vendor receipts identifying the Agreement number, purchase price, description of the item, serial number, model number, and location, including street address where property

will be used during the term of this Agreement. Said paid receipts shall be attached to Contractors' invoices. The Contractor shall keep adequate and appropriate records of all property purchased with Agreement funds and at the time of purchase, prepare a Property Purchased with State Funds report and submit one (1) copy to the CDFW Contract Manager, and one (1) copy to the Property Officer; one (1) copy must be retained by the Contractor.

CDFW reserves the right, at any time, to evaluate the cost of property and reimburse at an amount equal to costs reflected in but not limited to Agreements the State Department of General Services, Procurement Division has negotiated with vendors who supply the same type of property. The Contractor shall tag all acquisitions. The purpose of tagging assets is to designate the assets as belonging to the State.

Upon termination, expiration or failure to negotiate renewal of this Agreement, all property purchased with Agreement funds shall promptly be returned to the State. The Contractor shall prepare an inventory of State Furnished Property report and submit to the State and shall at that time query the CDFW Contract Manager as to the State's requirements, including the manner and method, in returning said property to the State. Final disposition of such property shall be at State expense in accordance with instructions from the CDFW Contract Manager to be issued immediately after receipt of the final inventory.

6. **LOST, STOLEN or DESTROYED PROPERTY** ~ The Contractor shall immediately report the loss, theft or destruction to the local law enforcement agency (or the California Highway Patrol {CHP} if the crime occurs on either state-owned or state leased property) and to the CDFW Contract Manager and prepare a Property Survey Report.

In the case of stolen property, the Contractor shall also complete a CHP Report of Crime on State Property (STD 99) form, and obtain a copy of the law enforcement agency's report to submit to the CDFW Contract Manager. The Contractor shall adjust their property records and retain a copy of the Property Survey Report as documentation.

Losses of State property due to fraud or embezzlement shall be reported in the same manner as described above. The Contractor shall be charged with any loss and damages to State property due to the Contractor's negligence. The Contractor shall, at the request of the State, submit an inventory of property furnished or purchased under the terms of this Agreement. Such inventory will be required not more frequently than annually.

7. **INCOME RESTRICTIONS** ~ The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDFW, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDFW under this Agreement.
8. **CONFIDENTIALITY OF DATA** ~ The Contractor shall protect from disclosure all information made available by CDFW. The Contractor shall not be required to keep confidential any data or information which is publicly available, independently developed by the Contractor, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.
9. **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS** ~ The Contractor agrees to use DVBE subcontractors or suppliers originally identified by the Contractor, unless the Contractor requests substitution, in writing beforehand to the CDFW

Contract Manager and the CDFW Contract Manager has approved such substitution. At a minimum, the request must include:

- a. A written explanation of the reason for the substitution; and
- b. The identity of the person or firm substituted.

The request and the CDFW Contract Manager's approval is not to be construed as an excuse for noncompliance with any other provision of law, including but not limited to the subletting and subcontracting Fair Practices Act or any other Agreement requirements relating to the substitution of subcontractors. Failure to adhere to at least the level of participation for DVBE proposed by the Contractor may be cause for Agreement termination and recovery of damages under the rights and remedies due the State.

- 10. DISCLOSURE REQUIREMENTS** ~ Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with CDFW. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Contractor or subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Contractor shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

- 11. USE OF SUBCONTRACTOR(S)** ~ If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:
- a. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
 - b. The Agreement between the primary Contractor and the subcontractor must be in writing;
 - c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
 - d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

- 12. POTENTIAL SUBCONTRACTOR(S)** ~ Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the primary Contractor of its responsibilities and obligations hereunder. The

Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is

for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the primary Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

13. **TRAVEL AND PER DIEM** ~ The Contractor agrees that all travel and per diem paid its employees under this Agreement shall be at rates not to exceed those amounts paid to the nonrepresented/excluded State employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CDFW.
14. **NOVATION** ~ If the Contractor proposes any Novation Agreement, CDFW shall act upon the proposal within sixty (60) days after receipt of the written proposal. The State may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection may be made orally within the sixty (60) day period, and confirm in writing within five (5) days. No Novation Agreement shall become operative or otherwise binding on the State pursuant to this paragraph in the absence of a formal Novation Agreement amendment which has been approved in accordance with all applicable State policy, laws and procedures.
15. **INSURANCE** ~ When the Contractor submits a signed Agreement to CDFW, the Contractor shall also furnish, either proof of self-insurance or certificate(s) of insurance, showing that the required insurance is presently in effect. Contractor agrees to make complete copies of applicable insurance policies available to CDFW upon request. The State will not be responsible for any premiums or assessments on the policy.

General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- 2) Policy Cancellation / Termination & Notice of Non-Renewal – Contractor shall provide to the State within two business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

- 6) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Contractor.

- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

Provider hereby represents and warrants that Provider is currently and shall remain, for the duration of this Agreement at Provider's own expense, insured against:

- 1) Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined with a \$2,000,000.00 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract..

- 2) Automobile Liability – (If applicable) Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000.00 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract..

- 3) Aircraft Liability – (If applicable) When aircraft are used in the performance of agreement work contractor, or its subcontractor, shall maintain aircraft liability with limits of not less than \$10,000,000.00 each accident.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract.

- 4) Watercraft Liability – (If applicable) When watercraft are used in the performance of agreement, the work contractor or its subcontractor, shall maintain watercraft liability with limits of not less than \$1,000,000.00 each accident.

When watercraft is used in performance of work on or over navigable waters of the United States, contractor's workers' compensation policy shall be endorsed to include the United States Longshore and Harbor Workers' Compensation Act coverage. The coverage applies to work on or over navigable waters of the U.S.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract..

- 5) Professional Liability – (If applicable) Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.

- 6) Pollution Liability – (If applicable) Contractor shall maintain pollution liability with Limits no less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract..

- 7) Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000.00 are required.

When work is performed on State owned or controlled property the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

When watercraft is/are used in performance of agreement work contractor's workers' compensation policy shall be endorsed to include applicable special coverage extensions where applicable.

16. **COMPUTER SOFTWARE (IT SERVICES)** ~ The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

17. **INSPECTION** ~ The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the State of the premises of the Contractor

or a subcontractor, the Contractor shall provide and shall require their subcontractor(s) to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

- 18. FORCE MAJEURE** ~ Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by 'Force Majeure'. As used in this section, 'Force Majeure' is defined as follows: Acts of war, acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
- 19. FORCED, CONVICT AND INDENTURED LABOR** ~ No foreign-made equipment, materials, or supplies furnished to the State pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the Agreement. This requirement does not apply to public works (construction) Agreements.
- 20. CONTRACT STAFF REQUIREMENTS** ~ The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the California State Department of Fish and Wildlife or any other governmental entity.
- 21. EVALUATION OF CONTRACTOR (CONSULTANT AGREEMENTS ONLY)** ~ Performance of the Contractor, under this Agreement, will be evaluated. The evaluation shall be prepared on a Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file.

If the Contractor did not satisfactorily perform the work or service, a copy of the negative evaluation form will be submitted to the Contractor and the Department of General Services, Legal Division, within fifteen (15) days of the completion of the evaluation. The Contractor will have thirty (30) days to prepare and send statements defending its performance under the Agreement. The evaluation of the Contractor shall not be a public record.

- 22. REQUIREMENTS FOR LEGAL AGREEMENTS ONLY** ~ In accordance with Public Contract Code § 10353.5, the Contractor shall:
- ❖ Agree to adhere to legal costs and billing guidelines designated by the State;
 - ❖ Adhere to litigation plans designated by the State;
 - ❖ Adhere to case phasing of activities designated by the State;
 - ❖ Submit and adhere to legal budgets as designated by the State;
 - ❖ Maintain legal malpractice insurance in an amount not less than the amount designated by the State;
 - ❖ Submit to legal bills legal bill audits and law firm audits if requested by the State or by any legal cost control providers retained by the State for this purpose; and
 - ❖ Submit to a legal cost and utilization review, as determined by the State.



County of Inyo



County Administrator - Advertising County Resources

CONSENT - ACTION REQUIRED

MEETING: April 21, 2020

FROM:

SUBJECT: Final County of Inyo Community Project Sponsorship Program payment to the Bishop Area Chamber of Commerce and Visitors Bureau for successfully completing one 2019 Annual New Community Project Sponsorship Project.

RECOMMENDED ACTION:

Request Board approve a final payment of \$800 from the 2018-19 Advertising County Resources Budget to the Bishop Area Chamber of Commerce and Visitors Bureau for the 2019 Dispersed Camping Brochure.

SUMMARY/JUSTIFICATION:

The Bishop Chamber of Commerce and Visitors Bureau was awarded a FY 2018-19 County of Inyo Annual New Community Project Sponsorship Grant in the amount of \$1,600 to help fund a new brochure highlighting regional campgrounds the the "Leave No Trace" land-use ethic. After contracts were finalized, 50 percent the grant funds were disbursed to the Chamber. The chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$800. The Chamber also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could deny the final payment request.

OTHER AGENCY INVOLVEMENT:

CAO, County Auditor/Controller

FINANCING:

The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in the FY 2018-19 Advertising County Resources Budget (011400) in the Object Code noted in the Departmental Recommendation. (5511)

ATTACHMENTS:

1. Bishop CC Camping Brochure

APPROVALS:

Jon Klusmire

Darcy Ellis

Jon Klusmire

Marshall Rudolph

Amy Shepherd

Leslie Chapman

Created/Initiated - 3/30/2020

Approved - 3/31/2020

Approved - 4/15/2020

New -

Attachment A



FINAL REPORT

COMMUNITY PROJECT SPONSORSHIP PROGRAM GRANT

General Information

Name of Organization: Bishop Area Chamber of Commerce & Visitors Bureau

Number of people in attendance: N/A

Name and description of Event/Program/Project: Eastern Sierra Dispersed Camping "Leave No Trace" (LNT) Visitor Handout.

Describe how this event/program/project benefited the community: This project benefits the community by teaching primitive campers methods to reduce physical site impacts on public lands, enhancing their future experiences, experiences of others, local residents' backyard and community services. The importance of maintaining the area's physical landscapes sustains the area's economy and education is one means to reach those who create unwanted and unnecessary impacts.

Financial Information

Total Cost of the Event/Program/Project: \$1,600

Amount of Inyo County CPSP Grant: \$1,600

Other sources of funding: In-Kind contributions: Bishop Chamber staff provided assistance with content development and editing. USFS, BLM and Bishop Area Climbers Coalition (BACC) also provided input. BACC and Bishop Chamber will handle storage and distribution of the brochure.

Expenditures (Attach Receipts totaling amount of CPSP grant or more):

Budget Category	Description	Cost
Photography, Graphic Design	Donation to Bishop Area Climbers Coalition	\$600
Printing	Alex Printing	\$1,000
Total Expenditures		\$1,600

Additional Information: Brochure Attached.

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

**BISHOP AREA CHAMBER OF COMMERCE
& VISITORS BUREAU**
690 N. Main Street
Bishop, CA 93514
(760) 873-8405

ESTN SIERRA CMTY BANK, A DIV
BISHOP, CA 93514
90-4211/1211

17568

2/25/2020

PAY TO THE ORDER OF **Bishop Area Climbers' Coalition**

\$600.00**

Six Hundred and 00/100*****

DOLLARS

Bishop Area Climbers' Coalition
Jeff Deikis

PROTECTED AGAINST FRAUD



Lawrence Thomas
Cheryl Underhill

MEMO

⑈017568⑈ ⑆121142119⑆ 006 102344⑈

BISHOP AREA CHAMBER OF COMMERCE & VISITORS BUREAU

17568

Bishop Area Climbers' Coalition
TOUR:Brochure Production

2/25/2020

Donation to cover costs associated with photography

600.00

ESCB Checking

600.00

BISHOP CHAMBER OF COMMERCE

690 North Main St
Bishop, CA 93514

Invoice

Date	Invoice #
3/25/2020	7048

Bill To

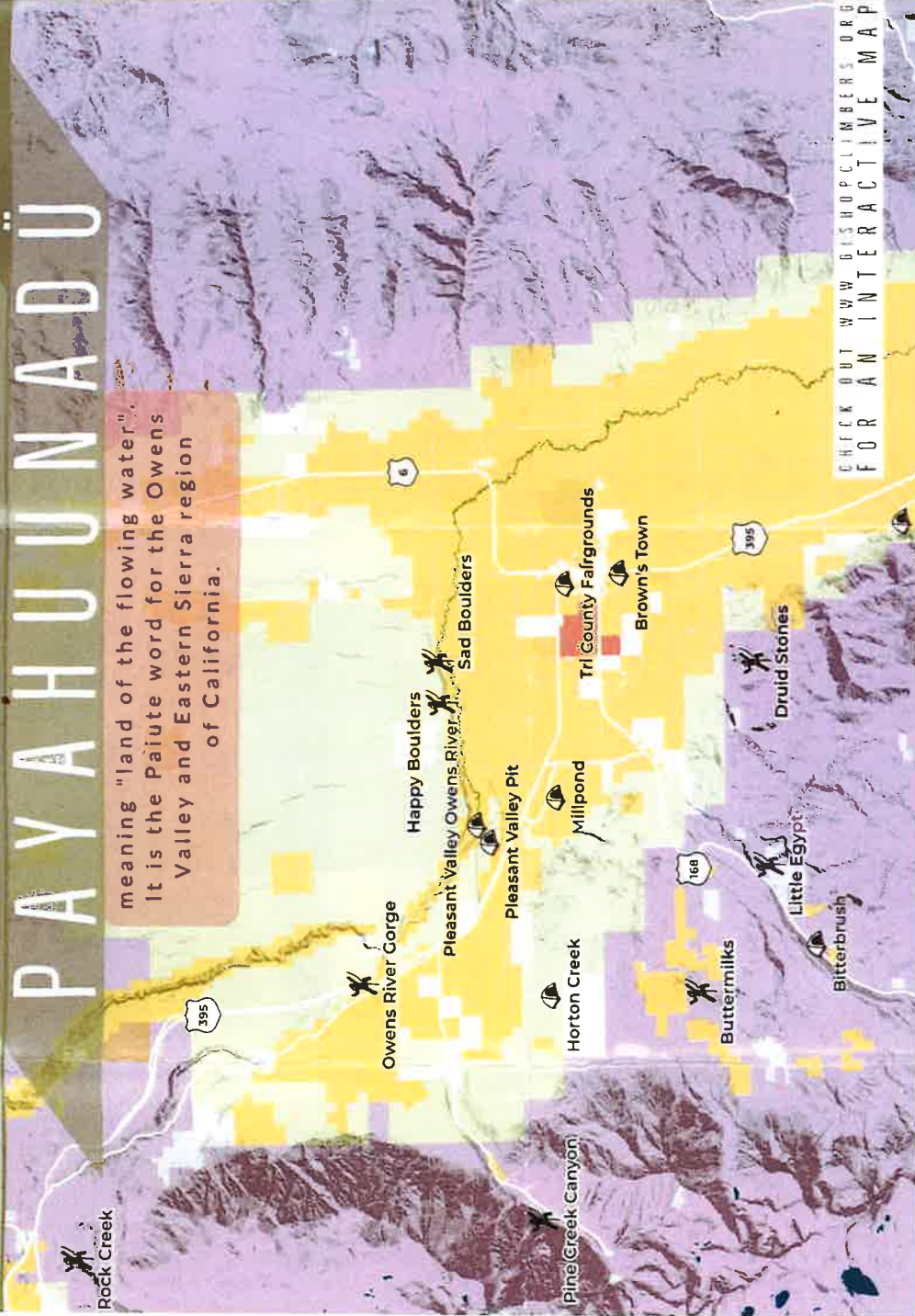
COUNTY OF INYO
Attn: Jon Klusmire
P.O. Drawer N
Independence, CA 93526

			Terms
Quantity	Description	Rate	Amount
1	CPSP Grant Reimbursement - LNT Brochure	800.00	800.00
		Total	\$800.00

BISHOP AREA MAP

PAYAHUUNADÜ

meaning "land of the flowing water".
It is the Paiute word for the Owens
Valley and Eastern Sierra region
of California.



MAP LEGEND

BLM Land

Los Angeles Department
of Water & Power

INYO National Forest

PAIUTE Reservation

BISHOP City



AMPING RULES

FIRE GUIDELINES

PLEASE

DO NOT PARK OR DRIT



County of Inyo



County Administrator-Emergency Services/Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: April 21, 2020

FROM:

SUBJECT:

RECOMMENDED ACTION:

Request Board: A) approve Amendment No. 1 to the Agreement between the County of Inyo and Benjamin Ditto for the provision of COVID-19 informational videos, increasing the contract to an amount not to exceed \$20,000, and authorize the CAO to sign; and B) authorize an increase of the CAO's purchasing authority with Ben Ditto by \$10,000, to a total not-to-exceed amount of \$30,000, for the purchase of professional video services.

SUMMARY/JUSTIFICATION:

Mr. Ditto was retained with a sole-source justification to create information videos regarding local COVID-19 issues. At the April 7 meeting, your Board authorized a blanket purchase order to Mr. Ditto for this purpose as well as to cover the previously existing agreement for Mr. Ditto to create recreation video content for the Explore Inyo County project. This amendment and blanket purchase order actions are coming back to your Board to avoid the need to return to you multiple times in the future if the County continues to generate informational videos over an extended period of time.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could not approve the contract and purchase order increase. but this is not recommended as the County is successfully utilizing the content created by Mr. Ditto to actively engage with the public with regard to COVID-19 information and health orders.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Expenses related to the purchase order for the COVID-19 information videos will be paid out of the CAO-COVID19 budget that your Board recently approved. Budget #010208, Object Code 5265. Expenses related to the purchase order for the Explore Inyo County recreation videos will continue to be paid out of the Economic Development Budget.

ATTACHMENTS:

1. Signed Amendment
2. Original Agreement

APPROVALS:

John Vallejo	Created/Initiated - 4/13/2020
Darcy Ellis	Approved - 4/13/2020
John Vallejo	Approved - 4/13/2020
Marshall Rudolph	Approved - 4/13/2020
Amy Shepherd	Final Approval - 4/14/2020



AMENDMENT #1 TO INYO COUNTY PURCHASE ORDER AGREEMENT - SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and the Benjamin Ditto (hereinafter referred to as “Contractor”), entered into an Agreement for the Provision of Personal Services for the creation of COVID-19 Informational Videos dated 03/25/2020.

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

County and Officer hereby amend such Agreement as follows:

- Contract Amount Not to Exceed:
Twenty thousand dollars (\$20,000).

All other terms and conditions of the Agreement shall remain unchanged.

County of Inyo

Contractor

Date
Clint Quilter

Date
4-13-2020
Benjamin Ditto



INYO COUNTY PURCHASE ORDER AGREEMENT – SERVICES

By the signature of its Purchasing Agent appearing below, Inyo County retains the services of Benjamin Ditto of Bishop, California ("Contractor") to provide the services and associated digital assets specified in Attachment A to this agreement, and at the rates specified in Attachment B to this Agreement.

The completion of all services and digital assets contemplated by this Agreement must be delivered on or before June 30, 2020, after which the Agreement may be terminated. Contractor's provision of such services and digital assets is subject to the General Terms and Conditions set forth on the following page. Invoices shall be sent via email to the Contract Manager (John Vallejo) at:

Explorelnyocounty@inyocounty.us

Contract Amount Not to Exceed:

Seven Thousand Five Hundred Dollars (\$7,500).

County of Inyo



Clint Quilter



Date

Contractor



Benjamin Ditto



Date



General Terms & Conditions:

1. Contractor is an independent contractor, and the employees, officers, and agents of one party shall not be deemed to be employees of the other party for any purpose.
2. Contractor shall maintain workers' compensation insurance to the extent required by law.
3. Contractor shall comply with all applicable laws in the provision of services and associated digital assets contemplated by this Agreement.
4. All services performed and digital assets provided shall be of a professional quality comparable with industry standards.
5. Any personal property provided to Contractor by County pursuant to this Agreement (including, but not limited to external hard drives) are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession.
6. Except for any final Inyo COVID-19 Info Videos created pursuant to this Agreement, defined in Attachment A, any and all intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of Contractor subject to the non-exclusive licensing rights to County as provided for in Attachment A. Any final Inyo COVID-19 Info Videos are the sole and exclusive property of the County subject to a non-exclusive licensing right to Contractor for his portfolio purposes.
7. This Agreement is the entire agreement between the parties, superseding any and all previous agreements between them. The Agreement may be amended only by mutual written consent of the parties.



ATTACHMENT A - SCOPE OF WORK:

Contractor shall create multiple professional quality information videos, generally less than one minute in length, regarding the County's efforts to manage the COVID-19 pandemic within Inyo County ("Inyo COVID-19 Info Videos"). For all of the above services, Contractor shall take direction from the Contract Manager in the choice of subject matter content and the officials speaking on behalf of the County.



ATTACHMENT B - SCHEDULE OF FEES:

The following schedule corresponds to the scope of work in Attachment A to this Agreement.

- Each video will be \$500 minimum per video, with an hourly rate breakdown as set forth below:
 - \$100/ hour for filming time.
 - \$50/hour for editing and delivery, data management, travel, meetings, emails, phone calls.

The above fees will include the use of Contractor's cameras, a camera operator, audio equipment, lighting, studio, computers and editing software.

Total not to exceed \$7,500. Contractor may invoice for any work performed pursuant to this Agreement monthly, at the end of the Contract term, or a combination thereof. The County shall pay all invoices within thirty days after receipt of said invoice(s).

Sole Source Justification Form

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

This is a sole source because:

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

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

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


<p>Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service.</p> <p style="text-align: center; font-size: 1.5em; color: blue;"><i>Attached</i></p>	
DEPARTMENT CONTACT PERSON & TITLE	
DEPARTMENT NAME	PHONE
REQUESTED SUPPLIER/CONSULTANT NAME	SUPPLIER CONTACT PERSON
SUPPLIER ADDRESS	SUPPLIER CONTACT'S PHONE NUMBER (

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



Signature of Requestor


President/CEO Approval

Date


Date

Sole Source justification for utilization of Ben Ditto ("Contractor") for the Inyo County COVID-19 Information Videos Project.

This memo is to document the justification for utilizing Ben Ditto for the Inyo County COVID-19 Information Videos Project as required by Chapter IV, Section I of the Purchasing Policy and by 2 C.F.R. Section 200 et. seq.

- This project is made necessary by virtue of the COVID-19 pandemic. On March 4, 2020, California Governor Gavin Newsom declared a state of emergency to help the state prepare for broader spread of COVID-19. On March 13, 2020, President Trump declared a national emergency. On March 16, 2020, the Mono County Health Officer declared a local health emergency, which declaration was ratified by the Inyo County Board of Supervisors on March 17, 2020 and, also at that time, the Board declared a state of emergency under the California Emergency Services Act. This sole-source agreement is needed to ensure timely and reliable information is distributed to the public in order to support our local public health and safety. This sole-source agreement will only be used during this fiscal year, which ends on June 30, 2020.
- Contractor was previously utilized for the County's Experience Video Project and has demonstrated his standing as a responsible contractor. In that effort he provided consulting services, video content, editing services, and production services which included lining up the necessary music and animation to create the finished video project. He also has access to different networks in the industry that was essential in making the contacts to distribute our video to European audiences as well as the outdoor industry audiences. That video project was immediately highly successful, becoming the most widely viewed content ever created county-sponsored production / advertisement within one month.
- This project requires a full range of video-creation capabilities including proven ability to create high quality video content, proven ability to provide high quality editing services, and the proven ability to collaborate with Inyo County direction within Inyo County's budget constraints. And this person must be available immediately and continuously throughout the year. Contractor has these capabilities.
- Contractor has a professional studio which can be maintained as a clean and safe environment during use, which is crucial for the current COVID-19 pandemic emergency.
- Contractor has the specialized video and editing equipment that is vital to the services required for this project.
- Through his involvement last year Contractor has already worked closely with Inyo County staff, Sheriff's Department, and the Inyo County Search and Rescue Team.
- This project has a lot of moving parts and must be completed on an emergency timeline basis. That schedule would be upended if a search for another contractor was required.
- The contract is fair and reasonable. Prior contracts with numerous vendors in the last two fiscal cycles have all been substantially higher in their cost for the County.



County of Inyo



County Counsel

CONSENT - ACTION REQUIRED

MEETING: April 21, 2020

FROM:

SUBJECT: Proposed legal services agreement with Cox, Castle & Nicholson LLP

RECOMMENDED ACTION:

Request Board approve proposed legal services agreement with Cox, Castle & Nicholson LLP, for a term of April 21, 2020, to June 30, 2021, with a contract limit of \$15,000, contingent upon the Board's adoption of future budgets, and authorize the Board Chairperson to sign, contingent on all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The County Counsel's Office attorneys are well-versed in a wide variety of subjects but are not necessarily experts ("jack of all trades, master of none"). From time to time, it is necessary and desirable for the County Counsel's office to have access to experts in specialized topics (e.g., labor law, water law, and eminent domain). The law firm of Cox, Castle & Nicholson has expertise in many government topics, including land-use, planning, and environmental law. The proposed legal services agreement would allow the County Counsel's office to call upon such expertise from time to time as needed. The firm's regular rates are being discounted by 20% for this contract. The contract limit is \$15,000.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decline to approve the agreement. This is not recommended because it would deprive the County of the benefit of the firm's expertise.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The contract limit is \$15,000. Money already budgeted for outside counsel services is sufficient to cover this expense.

ATTACHMENTS:

1. Final CCN contract

APPROVALS:

Marshall Rudolph
Darcy Ellis
Amy Shepherd
Aaron Holmberg
Sue Dishion

Created/Initiated - 4/15/2020
Approved - 4/15/2020
Approved - 4/16/2020
Approved - 4/16/2020
Final Approval - 4/16/2020

**AGREEMENT BETWEEN COUNTY OF INYO
AND COX, CASTLE & NICHOLSON LLP
FOR THE PROVISION OF LEGAL SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of Cox, Castle & Nicholson LLP, of San Francisco, California, (hereinafter referred to as "Contractor"), 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 Contractor 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 Contractor to perform under this Agreement will be made by County Counsel or his designee. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor 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 Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from April 21, 2020, to June 30, 2021, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor 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 Contractor at the County's request.

B. Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the office of County Counsel. Travel and per diem expenses will be reimbursed in accordance with the Schedule of Fees set forth in Attachment **B**.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment B) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work requested by County under this Agreement.

D. No additional consideration. Except as expressly provided in this Agreement, Contractor 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, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

E. 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, including travel and per diem expenses, if any, shall not exceed \$15,000 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, including travel or per diem, which is in excess of the contract limit.

F. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor 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 last day of the month following the month in which services were rendered. 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. Contractor's statement to the County will also include an itemization of any incidental expenses, or travel or per diem expenses which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for incidental expenses, 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 last day of the month, County shall make payment to Contractor within 30 days after receipt of the statement. Contractor reserves the right to charge, at the rate of ten percent (10%) per year, a monthly late payment charge on the unpaid balance of any statement not timely paid in full, computed from thirty (30) days after the statement issuance date until payment.

Contractor specifically reserves the right to withdraw from representation of County and to cease performing immediately all services if it does not receive full payment of any amounts owed to Contractor within thirty (30) days of any statement.

If County should have any question about or objection to a monthly statement, its services, or its charges, then County should raise it promptly for discussion. If County objects to only a portion of the charges on a statement, then it agrees to pay the remainder, which will not constitute a waiver of County's objection.

G. Advance Deposit for Payments. No advance deposit for payments is required at this time. However, Contractor reserves the right to require an advance deposit for payment of charges for services and expenditures in the future due to circumstances such as substantial expenditures, imminence of litigation, or substantially delayed payment of any prior statement.

H. 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 Contractor 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 contractors when it is anticipated that total annual payments to Contractor 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 Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, 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, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form upon executing this Agreement.

4. WORK SCHEDULE.

Contractor'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 Contractor that the performance of these services and work will require a varied schedule. Contractor 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.

Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide 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 Contractor 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.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees (Attachment B), County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

7. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than

\$1,000,000 per occurrence. Contractor shall provide the County with verification of such coverage upon County's request.

8. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, 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, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor 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 contractor:

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

B. Contractor shall be responsible to 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 Contractor in fulfillment of this Agreement.

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

9. ASSIGNMENT.

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

10. NONDISCRIMINATION.

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

11. CANCELLATION.

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

12. DEFAULT.

If the Contractor 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 Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

13. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

14. DUTIES UPON TERMINATION OF ACTIVE REPRESENTATION.

Upon termination of Contractor's active involvement in a particular matter for which it had previously been engaged, Contractor will have no further duty to inform County of future developments or changes in law which may be relevant to such matter in which its representation has terminated. Further, unless the parties agree in writing to the contrary, Contractor will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matters for which it had been engaged. If County's matter involves obtaining a judgment and such judgment is obtained, Contractor will only be responsible for those post judgment services (such as recording abstracts, filing judgment liens, and calendaring renewals of judgments) as are expressly agreed to by the parties in writing, and for which County will be obligated to pay

15. DOCUMENT STORAGE POLICIES.

Contractor's policy with regard to documents and other materials at the conclusion of a matter is to maintain them in storage for a limited period of time. Most documents and other materials are stored electronically. All documents and other materials in Contractor's file may be destroyed or discarded after a period of seven (7) years following the conclusion of the matter; beyond this Agreement, Contractor will not provide further notice of such destruction to County. Accordingly, if there are any documents or other materials County wishes to have retrieved from its file at the conclusion of a matter, it will be necessary for County to advise Contractor of that request to ensure that they are not destroyed.

16. ARBITRATION.

In the event of any dispute or claim arising out of or relating to this Agreement, Contractor's relationship, charges, or its services (including but not limited to disputes or claims regarding professional malpractice, errors or omissions, breach of contract, breach of fiduciary duty, fraud, or violation of any statute (hereinafter referred to as "Professional Claims")), SUCH DISPUTE OR CLAIM SHALL BE RESOLVED BY SUBMISSION TO FINAL AND BINDING ARBITRATION IN LOS ANGELES COUNTY, CALIFORNIA, BEFORE A RETIRED JUDGE OR JUSTICE. BY AGREEING TO ARBITRATE, COUNTY WAIVES ANY RIGHT IT MAY HAVE TO A COURT OR JURY TRIAL. Venue with regard to any ancillary proceedings arising out of such dispute or claim shall also be in the Los Angeles County. The parties will attempt to agree upon a single arbitrator, who will decide the dispute or claim. If the parties are unable to mutually agree on a retired judge or justice, to serve as the sole arbitrator, then either party may petition a court of competent jurisdiction to appoint a retired judge or justice to serve as sole arbitrator. The fees of the arbitrator will be paid initially equally by both the parties. However, the arbitrator shall have the right to order either party to pay all fees and costs as part of his award.

In arbitration, the parties shall both be entitled to conduct discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery and, in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

The arbitrator shall decide the matter in accordance with the applicable law. Any error in law by the arbitrator or in application of the law shall be deemed in excess of the arbitrator's authority. Any such error in law may be reviewed de novo by the Superior Court upon a Petition to Vacate or Confirm the arbitration award and may thereafter be appealed as with any other judgment. The provisions of the California Arbitration Act shall govern this arbitration.

Under California law, County has the right, if it desires, to request arbitration of any fee dispute before an arbitrator or panel of arbitrators selected by a local bar association or the State Bar ("Bar Arbitration") and a trial de novo in court (which is a new trial without regard to the prior decision or knowledge by the court of the prior decision) if dissatisfied with the result. If County does request a Bar Arbitration, the law provides that evidence of any claim of malpractice or professional misconduct (i.e. Professional Claims) is admissible only concerning the fees or costs in dispute and that the Bar Arbitrators shall not award any affirmative relief in the form of damages, offset or otherwise on account of such claim.

The parties agree that if a Bar Arbitration is conducted, that Bar Arbitration or any trial de novo in Court thereafter shall determine only the issue of the amount of fees properly chargeable to County, if any, and that such Bar Arbitration or trial de novo in Court thereafter shall have no effect on the provisions set forth above which require arbitration before a retired judge or justice of any Professional Claims. Any such Professional Claims shall be solely determined in an arbitration proceeding by a retired judge or justice without regard to the result of any Bar Arbitration or trial de novo thereafter. This agreement to arbitrate the Professional Claims is separate from the agreement to arbitrate claims related to any fee dispute, and if arbitration of a fee dispute is determined to be invalid, the agreement and right to arbitrate the Professional Claims shall not be deemed to be invalid.

17. CONSENT TO ELECTRONIC COMMUNICATIONS.

To maximize efficiency in this matter, the parties intend to use electronic communications devices to the fullest extent possible (e.g., email, document transfer by electronic mail, cellular telephones, dropbox-type technologies and possibly facsimile transfers). The use of such devices may place County's confidences and privileges at risk. The parties agree that the effectiveness of using these devices outweighs the relatively small risk of accidental disclosure. By signing this Agreement, County acknowledges its consent to the use of these devices.

18. DISCLAIMER OF GUARANTEE.

Nothing in this Agreement should be construed as a promise or guarantee about the outcome of any matter which Contractor is handling on County's behalf. Any comments Contractor provide about the outcome of County's matter, including fee estimates and budgets, are expressions of opinion only. Any such statement of opinion or estimate is based on numerous assumptions which may or may not prove to be correct.

19. FUTURE MATTERS.

Unless otherwise agreed in writing between us, any other matters referred to us for representation shall be governed by the terms of this Agreement.

20. CHOICE OF LAW; INTEGRATED AGREEMENT; MODIFICATIONS; SEVERABILITY.

This Agreement will be governed by California law without reference to its conflicts of laws principles. This is the entire agreement between the parties, and there are no other or additional understandings between them on these subjects, written or oral. Any modification or addition to this Agreement (other than (a) additional matters Contractor may undertake on County's behalf or (b) changes in Contractor's rates, which will be effective upon notice to County of the change) must be made in a writing signed by the party adversely affected by the change. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

21. CONFLICTS.

- a. Contractor has run a check on its conflict system and there are no current or prior conflicts of interest that would prevent Contractor from moving forward with this work for the County.
- b. Contractor has, at various times in the past and as part of its broad practice, represented property owners and other parties in multiparty liability matters. The County agrees that Contractor's representation of the County in this matter will not act as a bar so as to prevent Contractor from representing any existing or future client with respect to such multiparty matters, so long as the matter is unrelated to this matter.
- c. Contractor has, at various times in the past and as part of its broad real estate and land use practice, represented and may in the future represent property owners and project applicants who may seek land use approvals or other entitlements from the County. Contractor also generally represents a broad range of clients (such as developers, property owners, project applicants, lenders, and other existing or new clients) on transactional real estate matters; for example, in connection with a property transaction where the County has some interest in a property, such as being a ground lessor, or with negotiating the terms of an estoppel certificate from the County in connection with a financing transaction for the property. The County agrees that Contractor's representation of the County in this matter will not act as a bar so as to prevent Contractor from representing any existing or future client with respect to such other real estate and land use matters that involve or are adverse to the County, including without limitation real estate transactions of all sorts, estoppel certificate negotiations, and any sort of entitlement or land use matter which may be before the County, so long as the other matter is unrelated to this matter. This Agreement constitutes County's written consent to Contractor's representation of such other clients adverse to the County.
- d. With respect to the advice Contractor may provide to the County under this Agreement, the Contractor's loyalty will be to the County and the Contractor will be working solely to advance the interests of the County. In the event Contractor represents other clients on matters adverse to the County, Contractor's duty of loyalty on such matters will necessarily be owed solely to those other clients, even where the interests of the other clients are opposed to the interests of the County.
- e. Contractor has a duty to maintain the confidential information of its clients. As a result, Contractor will not knowingly disclose to the County any confidential information it may have about other clients and will not knowingly disclose to any of its other clients any confidential information it may have about the County obtained in the course of representing the County.

18. CONFIDENTIALITY.

Contractor 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 Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

19. NOTICE.

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

COUNTY OF INYO:
County Counsel
P.O. Box M
Independence, CA 93526

Department
Street
City and State

CONTRACTOR:

COX, CASTLE & NICHOLSON LLP
50 California Street, Suite 3200
San Francisco, CA 94111

Name
Street
City and State

////

////

**AGREEMENT BETWEEN COUNTY OF INYO
AND COX, CASTLE & NICHOLSON LLP
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: April 21, 2020 through June 30, 2021

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
21st DAY OF April, 2020.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

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 COX, CASTLE & NICHOLSON LLP
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: April 21, 2020 through June 30, 2021

SCOPE OF WORK:

Contractor shall provide legal services to the County, including advice on matters within its expertise. The County is Contractor's sole client for the purpose of this Agreement. Unless expressly agreed, Contractor is not undertaking the representation of any officers, directors, agents, or employees. Contractor shall receive direction from the Inyo County Board of Supervisors, County Counsel and/or County Administrator or designees. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND COX, CASTLE & NICHOLSON LLP
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: April 21, 2020 through June 30, 2021

SCHEDULE OF FEES:

Fees and Hourly Rates. Generally, Contractor charges for its legal services, based on the amount of time devoted to a matter at hourly rates for the particular professionals involved. These hourly rates are based upon these professionals' experience, expertise, and standing. Contractor's regularly hour rates generally range from \$440 per hour for its newest associates (including recent law school graduates who are awaiting results of the Bar examination) to \$895 per hour for its most senior partners, including senior counsel. Contractor's current hourly charge for paralegal assistants is generally from \$345 to \$465. Billing is in increments of tenths of an hour. These rates are modified by Contractor from time to time, and any new rates would be implemented immediately after they are adopted and would apply to legal services rendered after the effective date of the new rates which will be reflected on County's bill. The rates in this Agreement would remain in effect through the end of 2020, and Contractor would consult with County prior to implementing any new rates if this work extends into 2021. Notwithstanding the foregoing, for purposes of this Agreement, all hourly rates for attorneys and paralegal assistants shall be discounted by 20%.

Contractor normally charges for all activities undertaken in providing legal services to County under this Agreement, including but not limited to the following: conferences, including preparation and participation; preparation and review of correspondence and other documents; legal research; court and other appearances; including preparation and participation; and telephone calls, including calls with County representatives, other attorneys or persons involved with this matter, and governmental agencies. The legal personnel assigned to County's matter will confer among themselves about the matter, as required. When they do confer, each person will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. Contractor will charge for appropriate travel time, both local and out of town. The parties anticipate that services under this Agreement will likely not involve travel.

Budgets and Estimates for Particular Tasks. Contractor will prepare budgets or estimates as it proceeds, for particular tasks. County understands that while Contractor uses its best effort to present realistic budgets and/or estimates, they remain budgets and estimates, and not a cap on the cost of any service.

Additional Services and Outside Expenditures (including Incidentals and Travel). Contractor may provide additional services in-house in connection with its legal representation of County. These in-house additional services typically include photocopying, computerized research, facsimile services, long distance telephone, postage, staff overtime, word processing, and small field expenses for mileage, meals, parking, lodging, and the like. Contractor shall bill these services to County directly at the cost that is charged to Contractor for those services.

Contractor sometimes will make payment for, and then bill County for reimbursement of smaller items such as filing fees, photocopying by outside copying services, recording fees, messenger services, service of process, and Court fees. When there are substantial expenditures involving outside vendors (such as for depositions, expert witnesses, exhibit preparation, or air fare) or substantial out-of-pocket expenditures (such as extended field expenses, large outside copying jobs, or jury fees), Contractor will require either that County pay those sums to Contractor before it expends them, that County provide an advance deposit for such expenditures, or that County directly contract with and pay the outside vendor. In this case, the parties do not anticipate any substantial outside expenditures.



County of Inyo



Health & Human Services - First 5

CONSENT - ACTION REQUIRED

MEETING: April 21, 2020

FROM: Serena Johnson

SUBJECT: Appointment of two Health & Human Services designees to the First 5 Children and Families Commission

RECOMMENDED ACTION:

Request Board appoint and/or reappoint the following individuals to the First 5 Children and Families Commission:

- Anna Scott to a three-year term ending April 20, 2023 to be filled by the Health & Human Services Director or her designee;
- Keri Oney to a three-year term ending April 20, 2023 to be filled by the designee of the Health & Human Services Director, as defined in Health & Safety Code Section 130140.

SUMMARY/JUSTIFICATION:

Your Board is asked to appoint and/or reappoint two individuals to the First 5 Children and Families Commission whose terms are about to end or who are seeking to be appointed to vacant seats. Inyo County Code requires that the First 5 Children and Families Commission membership shall consist of the Health & Human Services Director or his/her designee, and a designee of the Health & Human Services Director, as defined in Health & Safety Code Section 130140.

Marilyn Mann, HHS Director, is recommending for re-appointment Anna Scott, HHS Deputy Director of Public Health and Prevention, as the HHS Director designee. Anna Scott has served as the chair of the First 5 Commission since January 2019. She currently provides management oversight to First 5, as it is housed in the Public Health and Prevention division. She brings a high level of understanding and knowledge to the Commission, consulting with the HHS Director as needed.

Marilyn Mann is also recommending for appointment, Keri Oney, HHS Deputy Director of Aging and Social Services, as the designee of the HHS director. Keri Oney oversees many programs that support families, including Child Protective Services (CPS) and Families Intensive Response Strengthening Team (FIRST). Her knowledge of family need and community interventions will strengthen First 5's programs and initiatives.

We would also like to recognize Melissa Best Baker, for her six years sitting on the First 5 Commission, in the designee of HHS role. Melissa Best Baker shared her knowledge and experience in Public Health and Fiscal with First 5, giving thoughtful direction on programs and finances. Melissa Best Baker will continue to take an active staff role in the Commission, supporting the annual budget process and participating in the statewide First 5 Association fiscal calls to track revenue and policy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to appoint or not reappoint different persons, adhering to County Code of HHS designee directions.

OTHER AGENCY INVOLVEMENT:

NA

FINANCING:

NA

ATTACHMENTS:

APPROVALS:

Serena Johnson	Created/Initiated - 4/2/2020
Serena Johnson	Approved - 4/2/2020
Meaghan McCamman	Approved - 4/2/2020
Darcy Ellis	Approved - 4/7/2020
Marilyn Mann	Approved - 4/7/2020
Melissa Best-Baker	Approved - 4/7/2020
Marshall Rudolph	Approved - 4/8/2020
Marilyn Mann	Final Approval - 4/8/2020



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: April 21, 2020

FROM:

SUBJECT: Amendment 3 to the on-call contract with WEC for the Multi-Purpose Terminal Study Phase I

RECOMMENDED ACTION:

Request Board approve Amendment No. 3 to the agreement between the County of Inyo and Wadell Engineering Corporation (WEC) of Burlingame, CA, to increase the contract to an amount not to exceed \$438,301.00, contingent upon approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On April 16, 2019, your Board awarded a 5 year Master Agreement to WEC to provide engineering and planning services for various Airport Improvement Projects on an as-needed basis. The Master Agreement requires Amendments be executed in order to add specific County Airport projects that require WEC services.

Amendment 3 to the contract will add the Multipurpose Terminal Concept Study Phase 1, which will be carried out by WEC's subconsultant, the architectural firm Gensler.

BACKGROUND/HISTORY OF BOARD ACTIONS:

April 16, 2019 - On-call contract awarded to WEC

September 17, 2019 - Amendment 1 for construction administration services for the Lone Pine Runway Rehabilitation Project

December 12, 2019 - Amendment 2 for design services for the Bishop Airport Runway 12-30 Rehabilitation Project

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the amendment to the contract. This is not recommended; these services will aid the County to procure a modular terminal expansion that best meets the needs of the Bishop Airport.

OTHER AGENCY INVOLVEMENT:

FAA

FINANCING:

The costs associated with this amendment, a lump sum amount of \$44,668, will be paid from CAO-ACO (Budget 010201), Professional Services (Object Code 5265). These costs may be eligible for reimbursement at a later date from future FAA airport entitlement funds.

ATTACHMENTS:

1. Wadell Engineering Contract Amendment 3- Multipurpose Terminal Concept Study
2. Wadell Engineering Contract
3. Wadell Engineering Contract Amendment 2 12.10.19
4. Wadell Engineering Contract Amendment 1 9.17.19

APPROVALS:

Ashley Helms	Created/Initiated - 4/3/2020
Darcy Ellis	Approved - 4/7/2020
Ashley Helms	Approved - 4/13/2020
Michael Errante	Approved - 4/14/2020
Marshall Rudolph	Approved - 4/14/2020
Denelle Carrington	Approved - 4/14/2020
Amy Shepherd	Approved - 4/14/2020
Clint Quilter	Final Approval - 4/14/2020

AMENDMENT NO. 3
To
Agreement Between COUNTY OF INYO and
WADELL ENGINEERING CORPORATION
For
On-Call Airport Engineering and Planning Services

BISHOP AIRPORT MULTI-FUNCTION TERMINAL BUILDING CONCEPT PHASE 1

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Wadell Engineering Corporation of Burlingame, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated April 16, 2019, on County of Inyo Standard Contract No. 161, for the term from April 16, 2019 to April 15, 2024.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed four hundred thirty eight thousand, three hundred and one (\$438,301.00) (hereinafter referred to as “Contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Bishop Airport: Multi-function Terminal Building Concept Study Phase 1, as described Attachment A-3 to the Contract.
3. Wadell Engineering Corporation’s fee for the scope of work described in Attachment B-3 to the Contract shall be the lump-sum, fixed-price fee of \$44,668.00.

The effective date of this amendment to the Agreement is 4/21/2020.

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

AMENDMENT NO. 3
To
Agreement Between COUNTY OF INYO and
WADELL ENGINEERING CORPORATION
For
On-Call Airport Engineering and Planning Services

Bishop Airport: Multi-function Terminal Building Concept Study Phase 1

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2020.

COUNTY OF INYO

CONSULTANT: WADELL ENGINEERING CORP.

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
WADELL ENGINEERING CORPORATION
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES**

TERM:

FROM: April 16, 2019 **TO:** April 15, 2024

SCOPE OF WORK:

The Scope of Work described in the original contract, dated April 16, 2019, is revised to include additional tasks required for the Bishop Airport – Multi-function Terminal Building Concept Study Phase 1, detailed below:

SCOPE OF WORK

MULTI-FUNCTION TERMINAL BUILDING CONCEPT STUDY PHASE 1

Scope: The objective of the phase 1 study is to develop a Conceptual Planning Report for the multi-function terminal facilities at Bishop Airport. The services include:

- Meet on site with County staff to review site conditions and constraints and to understand the characteristics of the site.
- Develop conceptual programmatic requirements based on the FAA approved Aviation Activity Forecast Report.
- Work collaboratively to assess existing site and facility conditions.
- Confirm the location, shape and orientation for the multi-function terminal facilities and the associated airside and landside components for departing and arriving passengers.
- Develop conceptual terminal area plans to meet needs of the projected activity level.
- Contact and coordinate with stakeholders such as United Airlines and TSA and the County as required.
- Provide conceptual plans illustrating the size, look & feel and configuration of the proposed facility in sufficient detail for the county to commence discussions with a qualified prefabrication or modular building firm. Such plans include scaled floorplan concepts, typical cross section and elevation view concepts.
- Conduct up to (3) virtual online meetings with Inyo County staff to review in-progress documents and present the final report.

Schedule: The work will be completed in 35 calendar days from notice to proceed.

Deliverables: Deliverables include (7) 11x17 summary reports of the findings and one electronic copy.

Exclusions: The following is a partial list of items excluded from this scope of work:

- Site surveys
- Utility analysis and design
- Environmental Evaluations and Documents
- Detailed cost estimates
- Construction ready Documents
- Signing and stamping of drawings
- Permit/Plan Check Fees
- Photorealistic renderings
- Physical Models

Subsequent phases are not included but may be negotiated as a contract amendment if desired by the County. Such phases could be (1) Consultant assisting with selection and negotiations with the building provider, (2) architectural assistance to the building provider to finalize concepts and plans, (3) and working collaboratively with building provider to deliver the project for the county through commissioning.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES**

TERM:
FROM: April 16, 2019 **TO:** April 15, 2024

SCHEDULE OF FEES:

The COUNTY agrees to pay CONSULTANT for services performed under the conditions of this agreement the lump sum fixed price amount of forty-four thousand, six hundred and sixty eight dollars (\$44,668.00) for the Multi-function Terminal Building Concept Study Phase 1. The compensation includes reimbursement for all labor, travel, lodging, meals, supplies, field and laboratory testing during the design phase.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a special meeting of the Board of Supervisors of the County of Inyo, State of California, held in the Hurlbut-Rook Community Center in Tecopa on the 16th day of April 2019 an order was duly made and entered as follows:

*Public Works –
Wadell
Engineering
Contract, Budget
Amendment*

Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to:

- A) Amend the Fiscal Year 2018-2019 Bishop Airport Operating Transfer Out (Budget 150100 Object Code 5801) by increasing by \$1,459;
- B) Amend the Fiscal Year 2018-2019 Bishop Airport-Taxiway Rehabilitation Budget (Budget 630305) as follows (*4/5th vote required*): increase estimated revenue in Federal Grants (Revenue Code 4555) by \$13,131; increase estimated revenue in Bishop Airport Operating Transfer In (Revenue Code 4998) by \$1,459, which will be paid from the Bishop Airport Operating Budget (Budget 150100); and increase appropriations in Professional Services (Object Code 5265) by \$14,590; and
- C) Approve Inyo County Standard Contract No. 161 between the County of Inyo and Wadell Engineering Corporation of Burlingame, CA for On-Call Airport Architectural, Engineering and Planning Services in an amount not to exceed \$14,590 for the period of April 16, 2019 through April 15, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

Motion carried unanimously 4-0, with Supervisor Griffiths absent.

WITNESS my hand and the seal of said Board this 16th
Day of April, 2019



CLINT G. QUILTER
Clerk of the Board of Supervisors

By: 

<i>Routing</i>
CC Purchasing Personnel Auditor X CAO Other: Public Works DATE: April 25, 2019



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
18

FROM: Public Works Department

FOR THE BOARD MEETING OF: APR 16 2019

SUBJECT: Approve a Contract/Master Agreement for On-Call Airport Architectural, Engineering and Planning Services with Wadell Engineering Corporation (WEC) of Burlingame, California.

DEPARTMENTAL RECOMMENDATIONS:

1. Request your board approve Inyo County Standard Contract No. 161 between the County of Inyo and WEC for On-Call Airport Architectural, Engineering and Planning Services in an amount not to exceed \$14,590 for the period from April 16, 2019 through April 15, 2024;
2. Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures;
3. Amend the Fiscal Year 2018/2019 Bishop Airport Operating Transfer Out (Budget 150100 Object Code 5801) by increasing by \$1,459; and
4. Amend the Fiscal Year 2018/2019 Bishop Airport – Taxiway Rehabilitation (Budget 630305 as follows (4/5's vote required):
 - a. Increase estimated revenue in Federal Grants (Revenue Code 4555) by \$13,131;
 - b. Increase estimated revenue in Bishop Airport Operating Transfer In (Revenue Code 4998) by \$1,459, which will be paid from the Bishop Airport Operating Budget (150100);
 - c. Increase appropriations in Professional Services (Object Code 5265) by \$14,590;

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Under FAA guidelines, an Architectural & Engineering Design contract must not extend past 5 years from the beginning of the first project. The existing on-call contract between WEC and the County for architectural and engineering design reached this 5 year threshold in November of 2018, prompting Public Works to advertise for Requests for Qualifications for a new on-call contract. The Public Works Department recently solicited for interested consultants to provide On-Call Airport Architectural, Engineering and Planning Services for the Bishop and Lone Pine Airports for projects that are funded by the Federal Aviation Administration's (FAA) Airport Capital Improvement Program (ACIP). The potential projects include construction administration for the Bishop Taxiway Rehabilitation and Lone Pine Pavement Rehabilitation, design of the Pavement Rehabilitation of Runway 12-30, and others as funding is available. Three consultants who provide engineering services for airport projects submitted Statements of Qualification for the work:

- Armstrong Engineering, Reno, Nevada
- Tartaglia Engineering, Atascadero, California
- Wadell Engineering Corporation, Burlingame, California

The respondents' qualifications were rated by two of the Public Works Department engineering and the CAO. WEC was selected as the most qualified consultant to provide engineering services for these projects. The initial scope of work for this contract includes design work for the relocation of airfield lighting where conflicts exist with new FAA design standards for fillets between runways and taxiways. This design work will be included in the bid documents produced for the Bishop Taxiway Rehabilitation Project.

New projects will be incorporated into the master agreement in the future by the formal amendment process.

ALTERNATIVES: The Board could choose not to approve the contract for On-Call Airport Architectural, Engineering and Planning Services. This is not recommended because WEC as an outstanding record of project delivery for the Inyo County airports, and the services associated with this contract are necessary for the success of the two FAA funded construction projects slated for this summer.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the contractor after the contract is awarded.
County counsel to review and approve the contract;

FINANCING: The reimbursable costs of this Project will be paid through Budget Unit 630305, Object Code 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>4/8/19</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>4/9/2019</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: 2019.04.9

BUDGET OFFICER SIGNATURE:

(Not to be signed until all approvals are received) Clint Quilley by Marujf Date: 4/9/19

AGREEMENT BETWEEN COUNTY OF INYO
AND Wadell Engineering Corporation
FOR THE PROVISION OF Airport Architectural, Engineering and Planning SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Airport Architectural, Engineering and Planning services of Wadell Engineering Corporation (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Public Works Director, Michael Errante. 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.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

Option 1 – Standard Contract

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

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

Option 2 – On-Call Contracts

A. This Contract shall go into effect on April 16, 2019, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on April 15, 2024, unless extended by Contract amendment.

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

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed fourteen thousand five hundred and ninety \$ 14,590 .00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed 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

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.

6. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it, Consultant nor its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency from participation in this transaction. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

7. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Consultant to provide the services identified in Attachment A to this 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.

9. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13)

The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (§26.29)

The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime Consultant receives from County. The prime Consultant agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

10. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the County encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

11. CLEAN AIR AND WATER POLLUTION CONTROL

(Applies to all contracts that exceed \$150,000)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control

Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

12. ENERGY CONSERVATION REQUIREMENTS

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq.*).

13. FEDERAL FAIR LABOR STANDARDS ACT (FLSA)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

14. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the County cancellation of the contract or subcontract for default at no cost to the County or the FAA.

15. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
- 3) **Term Definitions**
- 4) **Felony conviction:** Felony conviction means a conviction within the preceding twenty-four
- 5) (24) months of a felony criminal violation under any Federal law and includes
- 6) conviction of an offense defined in a section of the U.S. code that specifically classifies
- 7) the offense as a felony and conviction of an offense that is classified as a felony under 18
- 8) U.S.C. § 3559.
- 9) **Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier Consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled

veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. 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.

20. 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.

21. 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.

22. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend, entity 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 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; and does not apply to any passive negligence of the County unless caused at least in part 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.

23. ACCESS TO RECORDS, REPORTS AND AUDIT

A. Records. Consultant must prepare and maintain an acceptable cost accounting system and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. The Consultant agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant shall maintain these records for a minimum of four (4) years after final payment is made and 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.

24. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

25. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color,

national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

26. TITLE VI – COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

27. 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.

28. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

County will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the County elects to terminate the contract. The County's notice will identify a specific date by which the Consultant must correct the breach. County may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the County's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

29. TERMINATION FOR CONVENIENCE

The County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the County, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

30. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by County:** The County may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by County approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the County issued the termination for the convenience of the County.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the County:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, County agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If County and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the County's breach of the contract.

In the event of termination due to County breach, the Engineer is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. County agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

31. 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 thirty-seven (37) "Amendment" below.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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 thirty-seven (37) "Amendment."

37. 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.

38. 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:

<u>Public Works</u>	Department
<u>PO Drawer Q</u>	Address
<u>Independence, CA 93526</u>	City and State

Consultant:

<u>Wadell Engineering Corporation</u>	Name
<u>PO Box 117370</u>	Address
<u>Burlingame, CA 94011-7370</u>	City and State

39. 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 Wadell Engineering Corporation


FOR THE PROVISION OF Airport Architectural, Planning and Engineering **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 7th DAY OF May, 2019.

COUNTY OF INYO

CONSULTANT

By: 
Signature
Rick Kooi
Print or Type Name

By: 
Signature
ROBERT P. WADELL
Print or Type Name

Dated: May 7, 2019

Dated: 4-17-2019

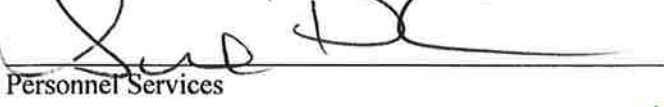
APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO

AND Wadell Engineering Corporation

FOR THE PROVISION OF Airport Architectural, Planning and Engineering **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

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Grace Church
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 Wadell Engineering Corporation

FOR THE PROVISION OF Airport Architectural, Planning and Engineering **SERVICES**

TERM:

FROM: April 16, 2019

TO: April 15, 2024

SCOPE OF WORK:

This is a five year, on-call contract with Wadell Engineering Corporation (WEC) for Airport Architectural, Planning and Engineering Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA). Upon receipt of funding opportunities from the FAA, the County shall request a Scope of Work and Schedule of Fees for the project from WEC. Each new project assigned to WEC shall be incorporated into this contract by amendment, through action of the Inyo County Board of Supervisors. There is no guarantee that future projects will be assigned to WEC under this contract, projects are contingent on the availability of federal funding.

The initial Scope of Work for this contract is described as follows:

The Consultant will modify lighting and signing plans for the Bishop Taxiway Rehabilitation Project, which are being designed under a previous contract, to meet new FAA requirements for lighting and signing locations associated with FAA's new fillet design standards for the fillets at intersections of D/12, D/H, D/17, B/C, J/17 north, J/35 south, J/H north, J/H south, F/8 west, F/26 east, F/12 west, F/30 east, F/A west, F/A east, H/35 north, and H/35 south.

The modifications require removal and relocation of light fixtures, removal and disposal of interfering can bases and foundations, new cans with fixtures and associated wiring rerouting. Signs will be relocated as needed to meet standards.

The design plans will depict coordinates of new lighting and signing locations and identification of fixtures for removal. The quantities specific to each location will be depicted on the plans adjacent to the subject fillet.

All work shall be completed prior to June 30, 2019.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Wadell Engineering Corporation

FOR THE PROVISION OF Airport Architectural, Planning and Engineering **SERVICES**

TERM:

FROM: April 16, 2019

TO: April 15, 2024

SCHEDULE OF FEES:

This is a five year, on-call contract with Wadell Engineering Corporation (WEC) for Airport Architectural, Planning and Engineering Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA). Any future work assigned to WEC shall be incorporated into this contract by amendment, through action of the Inyo County Board of Supervisors, and would include a Scope of Work and Schedule of Fees. There is no guarantee that future projects will be assigned to WEC under this contract, projects are contingent on the availability of federal funding.

The initial Schedule of Fees for this contract is described as follows:

The County of Inyo agrees to pay Consultant for services performed under the conditions of this agreement the lump sum fixed price amount of \$14,590.00 for the additional lighting design services. The compensation includes reimbursement for all labor, travel, lodging, meals, and supplies.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Wadell Engineering Corporation

FOR THE PROVISION OF Airport Architectural, Planning and Engineering **SERVICES**

TERM:

FROM: April 16, 2019 **TO:** April 15, 2024

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

This is a five year, on-call contract with Wadell Engineering Corporation (WEC) for Airport Architectural, Planning and Engineering Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA). Any future work assigned to WEC shall be incorporated into this contract by amendment, through action of the Inyo County Board of Supervisors, and would include a Scope of Work and Schedule of Fees. There is no guarantee that future projects will be assigned to WEC under this contract, projects are contingent on the availability of federal funding.

No Travel or Per Diem Payments are included in the initial contract.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND Wadell Engineering Corporation

FOR THE PROVISION OF Airport Architectural, Planning and Engineering **SERVICES**

TERM:

FROM: April 16, 2019 **TO:** April 15, 2024

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 10th day of December 2019 an order was duly made and entered as follows:

*Public Works –
Budget
Amendment/Wadell
Engineering
Amendment 2*

Moved by Supervisor Totheroh and seconded by Supervisor Griffiths to:

- A) Amend the Fiscal Year 2019-2020 Bishop Air Rehab Runway Budget 12-30 (Budget 631100) as follows: 1. increase revenue in Federal Grants (Revenue Code 4555) by \$277,168; 2. increase appropriation in Professional Services (Object Code 5265) by \$267,168; and 3. increase appropriation in External Charges (Object Code 5124) by \$10,000; and
- B) Approve Amendment No. 2 to the agreement between the County of Inyo and Wadell Engineering Corporation (WEC) of Burlingame, CA, to increase the contract to an amount not to exceed \$393,633.00 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

Motion carried unanimously 4-0, with Chairperson Pucci absent.

WITNESS my hand and the seal of said Board this 10th
Day of December, 2019



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: December 10, 2019



County of Inyo



#20

Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 10, 2019

FROM:

SUBJECT: Budget amendment to the Bishop Air Rehab Runway 12-30 Budget #631100 and Amendment #2 to the contract with Wadell Engineering Corporation.

RECOMMENDED ACTION:

Request Board:

- A) Amend the Fiscal Year 2019-2020 Bishop Air Rehab Runway Budget 12-30 (Budget 631100) as follows:
1. increase revenue in Federal Grants (Revenue Code 4555) by \$277,168;
 2. increase appropriation in Professional Services (Object Code 5265) by \$267,168;
 3. increase appropriation in External Charges (Object Code 5124) by \$10,000; and
- B) Approve Amendment No. 2 to the agreement between the County of Inyo and Wadell Engineering Corporation (WEC) of Burlingame, CA, to increase the contract to an amount not to exceed \$393,633.00 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On April 16, 2019, your Board awarded a 5 year Master Agreement to WEC to provide engineering and planning services for various Airport Improvement Projects on an as-needed basis. The Master Agreement requires Amendments be executed in order to add specific County Airport projects that require WEC services.

In October 2018 the County submitted several Supplemental Appropriation Project Requests to the Federal Aviation Administration (FAA) for for improvement projects at the Bishop Airport. In June 2018, the County was notified that a grant was awarded for the Runway 12-30 Rehabilitation Project, which was one of two projects selected for this funding source in California. The grant amount is \$7,800,000, and is 100% federally funded.

The County will not receive the executed grant until construction bids are opened in the spring of 2020, however the preliminary engineering is eligible for reimbursement at that time.

Amendment 2 to the contract with WEC will add the design for this project to the scope of work of the on-call contract, as shown in Attachment A-2: Scope of Work - Bishop Airport: Design for Runway 12-30 Pavement Rehabilitation. Additionally, engineering time through Public Works is eligible for reimbursement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

April 16, 2019 - On-call contract awarded to WEC

September 17, 2019 - Amendment 1 for construction administration services for the Lone Pine Runway Rehabilitation Project

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the amendment to the contract. This is not recommended, as the preliminary engineering and design work must be completed in a timely manner in order to receive the grant during the 2020 federal fiscal year.

OTHER AGENCY INVOLVEMENT:

FAA

FINANCING:

The Project, and this amendment, will be funded by the FAA's Supplemental Appropriations program. The reimbursable costs will be paid through budget unit 631100, Bishop Air Rehab Runway 12-30, object code 5265, Professional Services in the amount of \$267,168. Engineering time through Public Works will also be reimbursed through object code 5124, External Charges.

ATTACHMENTS:

1. Wadell Engineering Corporation Contract Amendment 2
2. Wadell Engineering Contract

APPROVALS:

Ashley Helms	Created/Initiated - 11/19/2019
Darcy Ellis	Approved - 11/20/2019
Ashley Helms	Approved - 12/2/2019
Breanne Nelums	Approved - 12/3/2019
Michael Errante	Approved - 12/3/2019
Marshall Rudolph	Approved - 12/4/2019
Denelle Carrington	Approved - 12/4/2019
Amy Shepherd	Approved - 12/4/2019
Clint Quilter	Approved - 12/4/2019
Michael Errante	Final Approval - 12/4/2019

AMENDMENT NO. 2
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

BISHOP AIRPORT – DESIGN FOR THE RUNWAY 12-30 REHABILITATION PROJECT

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Wadell Engineering Corporation of Burlingame, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated April 16, 2019, on County of Inyo Standard Contract No. 161, for the term from April 16, 2019 to April 15, 2024.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed three hundred ninety three thousand, six hundred and thirty three dollars and no cents (\$393,633.00) (hereinafter referred to as “Contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Bishop Airport: Design for Runway 12-30 Pavement Rehabilitation, as described Attachment A-2 to the Contract.
3. Wadell Engineering Corporation’s fee for the scope of work described in Attachment B-2 to the Contract shall be the lump-sum, fixed-price fee of \$267,168.00.

The effective date of this amendment to the Agreement is 12/10/2019.

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

AMENDMENT NO. 2
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

Bishop Airport: Design for Runway 12-30 Pavement Rehabilitation

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
10th DAY OF December, 2019.

COUNTY OF INYO

CONSULTANT

By: 

By: _____

Dated: 12/10/19

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

AMENDMENT NO. 2
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

Bishop Airport: Design for Runway 12-30 Pavement Rehabilitation

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2019.

COUNTY OF INYO

CONSULTANT

By: _____

By: Robert P. Wadell

Dated: _____

Dated: 12/9/19

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
 FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
 SERVICES**

TERM:

FROM: April 16, 2019 **TO:** April 15, 2024

SCOPE OF WORK:

The Scope of Work described in the original contract, dated April 16, 2019, is revised to include additional tasks required for the Bishop Airport – Design for Runway 12-30 Pavement Rehabilitation, detailed below:

SCOPE OF WORK

DESIGN FOR RUNWAY 12-30 PAVEMENT REHABILITATION

The project includes design for crack repair and pavement rehabilitation of 7,498' long runway 12-30 with 50' long runway exit conforms (125' from runway centerline), two crossing runway intersections, and paint marking.

The plans will be for rehabilitation of the runway 100 feet wide and full depth reclamation (FDR) of shoulders 25 feet wide each side including a 9' wide paved conform taper between the finish runway surface and 1' inboard of the existing edge lights. The design for the center 100' width will include (1) crack repair, (2) corrective milling up to 1", (3) leveling course where needed, (4) paving an approximately 4" thick top course of P-401 asphalt mix, and (5) paint markings. The plans include P-207 FDR processing of the existing raveling 25' wide shoulders on both side of the runway. The design will result in resurfacing that will allow for widening 25' on both sides in the future without milling out portion of the center 100' of new pavement.

Field investigations include review of site conditions within the runway environment, location and condition of lighting systems, measuring and categorizing crack widths to determine repair methods and quantities.

Topographic surveys include a 7,700' long limit of work, obtaining 9 point runway cross section elevation surveys every 50' linear feet along centerline, five point runway exit cross section elevation surveys every 50' linear feet along the exit centerline, and all runway edge and exit light fixture elevations. The runway will be stationed every 100 feet and temporary bench marks set approximately every 600 feet along the east side.

Geotechnical surveys include obtaining 11 ten foot deep borings and 11 pavement corings along runway 12-30. Soil sampling tests will be performed at regular intervals to evaluate the soil consistency and to determine the engineering properties of the subsoils. The soils will be examined visually and classified in accordance with the Unified Soil Classification System. Laboratory testing will include moisture and density testing, Atterburg Limits, gradation and hydrometer analysis of the subgrade from each boring. Modified proctor and organic content testing will be performed on 6 subgrade samples. Two CBR tests will be performed.

The topographic and geotechnical survey and laboratory data will be analyzed to determine the optimum rehabilitation strategy for the center 100' wide paved runway and 25' shoulders on both sides. The objective of the design solution is to maintain the current structural capacity while providing a new pavement surface that will not experience an accelerated rate of PCI deterioration due to reflective cracking and raveling. Rehabilitation options include runway crack repair and milling to establish a suitable surface for P-401 runway overlay and Full Depth Reclamation (FDR) P-207 of the 25' wide paved shoulders with P-401 overlay to prevent raveling, FOD generation and conforms.

The Consultant services include field investigation, pavement surveys, pavement boring and coring data collection and laboratory testing, pavement alternatives design report with FAA design form, pavement maintenance plan, preparation of design plans, specifications and cost estimates, project design report, FAA 7460-1 form, construction closure and safety plan, on-site bid document review with County, prebid conference,

contractor inquiry assistance during bidding, and assistance with FAA / State Aeronautics coordination as requested by the County.

The Consultant will provide one PDF and one printed copy of the plans, specifications, cost estimate and design reports, and one print ready copy and CD of the final work. Bid plans will be on Consultant title block with County designation and in 11"x17" print format.

The Consultant and County are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities.

The County will provide available base maps, previous topographic and geotechnical surveys, environmental reports and clearances (if any), public advertisements, notices and printing of bid documents.

Consultant construction phase services are not included but may be negotiated as a contract amendment if desired by the County.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES**

TERM:

FROM: April 16, 2019 **TO:** April 15, 2024

SCHEDULE OF FEES:

The COUNTY agrees to pay CONSULTANT for services performed under the conditions of this agreement the lump sum fixed price amount of two hundred sixty seven thousand, one hundred and sixty eight dollars (\$267,168.00) for the Design Phase. The compensation includes reimbursement for all labor, travel, lodging, meals, supplies, field and laboratory testing during the design phase.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a special meeting of the Board of Supervisors of the County of Inyo, State of California, held in the Hurlbut-Rook Community Center in Tecopa on the 16th day of April 2019 an order was duly made and entered as follows:

*Public Works –
Wadell
Engineering
Contract, Budget
Amendment*

Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to:

- A) Amend the Fiscal Year 2018-2019 Bishop Airport Operating Transfer Out (Budget 150100 Object Code 5801) by increasing by \$1,459;
- B) Amend the Fiscal Year 2018-2019 Bishop Airport-Taxiway Rehabilitation Budget (Budget 630305) as follows (*4/5th vote required*): increase estimated revenue in Federal Grants (Revenue Code 4555) by \$13,131; increase estimated revenue in Bishop Airport Operating Transfer In (Revenue Code 4998) by \$1,459, which will be paid from the Bishop Airport Operating Budget (Budget 150100); and increase appropriations in Professional Services (Object Code 5265) by \$14,590; and
- C) Approve Inyo County Standard Contract No. 161 between the County of Inyo and Wadell Engineering Corporation of Burlingame, CA for On-Call Airport Architectural, Engineering and Planning Services in an amount not to exceed \$14,590 for the period of April 16, 2019 through April 15, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

Motion carried unanimously 4-0, with Supervisor Griffiths absent.

WITNESS my hand and the seal of said Board this 16th
Day of April, 2019



CLINT G. QUILTER
Clerk of the Board of Supervisors

By: _____

Routing
CC Purchasing Personnel Auditor X CAO Other: Public Works DATE: April 25, 2019



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
18

FROM: Public Works Department

FOR THE BOARD MEETING OF: APR 16 2019

SUBJECT: Approve a Contract/Master Agreement for On-Call Airport Architectural, Engineering and Planning Services with Wadell Engineering Corporation (WEC) of Burlingame, California.

DEPARTMENTAL RECOMMENDATIONS:

1. Request your board approve Inyo County Standard Contract No. 161 between the County of Inyo and WEC for On-Call Airport Architectural, Engineering and Planning Services in an amount not to exceed \$14,590 for the period from April 16, 2019 through April 15, 2024;
2. Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures;
3. Amend the Fiscal Year 2018/2019 Bishop Airport Operating Transfer Out (Budget 150100 Object Code 5801) by increasing by \$1,459; and
4. Amend the Fiscal Year 2018/2019 Bishop Airport – Taxiway Rehabilitation (Budget 630305 as follows (4/5's vote required):
 - a. Increase estimated revenue in Federal Grants (Revenue Code 4555) by \$13,131;
 - b. Increase estimated revenue in Bishop Airport Operating Transfer In (Revenue Code 4998) by \$1,459, which will be paid from the Bishop Airport Operating Budget (150100);
 - c. Increase appropriations in Professional Services (Object Code 5265) by \$14,590;

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Under FAA guidelines, an Architectural & Engineering Design contract must not extend past 5 years from the beginning of the first project. The existing on-call contract between WEC and the County for architectural and engineering design reached this 5 year threshold in November of 2018, prompting Public Works to advertise for Requests for Qualifications for a new on-call contract. The Public Works Department recently solicited for interested consultants to provide On-Call Airport Architectural, Engineering and Planning Services for the Bishop and Lone Pine Airports for projects that are funded by the Federal Aviation Administration's (FAA) Airport Capital Improvement Program (ACIP). The potential projects include construction administration for the Bishop Taxiway Rehabilitation and Lone Pine Pavement Rehabilitation, design of the Pavement Rehabilitation of Runway 12-30, and others as funding is available. Three consultants who provide engineering services for airport projects submitted Statements of Qualification for the work:

- Armstrong Engineering, Reno, Nevada
- Tartaglia Engineering, Atascadero, California
- Wadell Engineering Corporation, Burlingame, California

The respondents' qualifications were rated by two of the Public Works Department engineering and the CAO. WEC was selected as the most qualified consultant to provide engineering services for these projects. The initial scope of work for this contract includes design work for the relocation of airfield lighting where conflicts exist with new FAA design standards for fillets between runways and taxiways. This design work will be included in the bid documents produced for the Bishop Taxiway Rehabilitation Project.


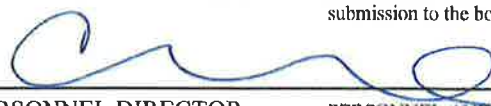
New projects will be incorporated into the master agreement in the future by the formal amendment process.

ALTERNATIVES: The Board could choose not to approve the contract for On-Call Airport Architectural, Engineering and Planning Services. This is not recommended because WEC as an outstanding record of project delivery for the Inyo County airports, and the services associated with this contract are necessary for the success of the two FAA funded construction projects slated for this summer.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the contractor after the contract is awarded.
County counsel to review and approve the contract;

FINANCING: The reimbursable costs of this Project will be paid through Budget Unit 630305, Object Code 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>4/8/19</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>4/9/2019</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: 2019.04.9

BUDGET OFFICER SIGNATURE:

(Not to be signed until all approvals are received)  Date: 4/9/19

AGREEMENT BETWEEN COUNTY OF INYO
AND Wadell Engineering Corporation
FOR THE PROVISION OF Airport Architectural, Engineering and Planning SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Airport Architectural, Engineering and Planning services of Wadell Engineering Corporation (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Public Works Director, Michael Errante. 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.

2. PERFORMANCE PERIOD
(Choose Option 1 or Option 2)

Option 1 – Standard Contract

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

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

Option 2 – On-Call Contracts

A. This Contract shall go into effect on April 16, 2019, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on April 15, 2024, unless extended by Contract amendment.

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

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed fourteen thousand five hundred and ninety \$ 14,590 .00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed 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

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.

6. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it, Consultant nor its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency from participation in this transaction. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

7. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Consultant to provide the services identified in Attachment A to this 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.

9. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13)

The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (§26.29)

The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime Consultant receives from County. The prime Consultant agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

10. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the County encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

11. CLEAN AIR AND WATER POLLUTION CONTROL

(Applies to all contracts that exceed \$150,000)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control

Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

12. ENERGY CONSERVATION REQUIREMENTS

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq*).

13. FEDERAL FAIR LABOR STANDARDS ACT (FLSA)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

14. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the County cancellation of the contract or subcontract for default at no cost to the County or the FAA.

15. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
- 3) **Term Definitions**
- 4) **Felony conviction:** Felony conviction means a conviction within the preceding twenty-four
- 5) (24) months of a felony criminal violation under any Federal law and includes
- 6) conviction of an offense defined in a section of the U.S. code that specifically classifies
- 7) the offense as a felony and conviction of an offense that is classified as a felony under 18
- 8) U.S.C. § 3559.
- 9) **Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier Consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled

veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. 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.

20. 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.

21. 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.

22. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend, entity 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 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; and does not apply to any passive negligence of the County unless caused at least in part 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.

23. ACCESS TO RECORDS, REPORTS AND AUDIT

A. Records. Consultant must prepare and maintain an acceptable cost accounting system and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. The Consultant agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant shall maintain these records for a minimum of four (4) years after final payment is made and 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.

24. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

25. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color,

national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

26. TITLE VI – COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

27. 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.

28. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

County will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the County elects to terminate the contract. The County's notice will identify a specific date by which the Consultant must correct the breach. County may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the County's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

29. TERMINATION FOR CONVENIENCE

The County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the County, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

30. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by County:** The County may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by County approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the County issued the termination for the convenience of the County.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the County:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, County agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If County and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the County's breach of the contract.

In the event of termination due to County breach, the Engineer is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. County agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

31. 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 thirty-seven (37) "Amendment" below.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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 thirty-seven (37) "Amendment."

37. 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.

38. 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
PO Drawer Q	Address
Independence, CA 93526	City and State

Consultant:

Wadell Engineering Corporation	Name
PO Box 117370	Address
Burlingame, CA 94011-7370	City and State

39. 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 Wadell Engineering Corporation

FOR THE PROVISION OF Airport Architectural, Planning and Engineering **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 7th DAY OF May, 2019.

COUNTY OF INYO

CONSULTANT

By: 
Signature
Rick Swain
Print or Type Name

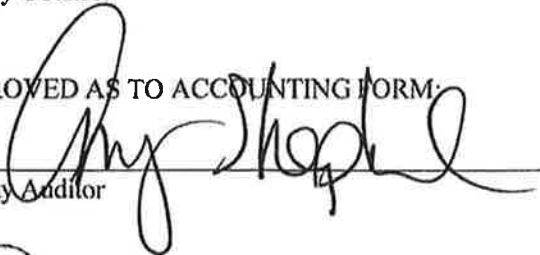
By: 
Signature
ROBERT P. WADELL
Print or Type Name


Dated: May 7, 2019

Dated: 4-17-2019

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

AGREEMENT BETWEEN COUNTY OF INYO
AND Wadell Engineering Corporation
FOR THE PROVISION OF Airport Architectural, Planning and Engineering **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

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Grace Church
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 Wadell Engineering Corporation

FOR THE PROVISION OF Airport Architectural, Planning and Engineering **SERVICES**

TERM:

FROM: April 16, 2019 **TO:** April 15, 2024

SCOPE OF WORK:

This is a five year, on-call contract with Wadell Engineering Corporation (WEC) for Airport Architectural, Planning and Engineering Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA). Upon receipt of funding opportunities from the FAA, the County shall request a Scope of Work and Schedule of Fees for the project from WEC. Each new project assigned to WEC shall be incorporated into this contract by amendment, through action of the Inyo County Board of Supervisors. There is no guarantee that future projects will be assigned to WEC under this contract, projects are contingent on the availability of federal funding.

The initial Scope of Work for this contract is described as follows:

The Consultant will modify lighting and signing plans for the Bishop Taxiway Rehabilitation Project, which are being designed under a previous contract, to meet new FAA requirements for lighting and signing locations associated with FAA's new fillet design standards for the fillets at intersections of D/12, D/H, D/17, B/C, J/17 north, J/35 south, J/H north, J/H south, F/8 west, F/26 east, F/12 west, F/30 east, F/A west, F/A east, H/35 north, and H/35 south.

The modifications require removal and relocation of light fixtures, removal and disposal of interfering can bases and foundations, new cans with fixtures and associated wiring rerouting. Signs will be relocated as needed to meet standards.

The design plans will depict coordinates of new lighting and signing locations and identification of fixtures for removal. The quantities specific to each location will be depicted on the plans adjacent to the subject fillet.

All work shall be completed prior to June 30, 2019.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Wadell Engineering Corporation

FOR THE PROVISION OF Airport Architectural, Planning and Engineering **SERVICES**

TERM:

FROM: April 16, 2019

TO: April 15, 2024

SCHEDULE OF FEES:

This is a five year, on-call contract with Wadell Engineering Corporation (WEC) for Airport Architectural, Planning and Engineering Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA). Any future work assigned to WEC shall be incorporated into this contract by amendment, through action of the Inyo County Board of Supervisors, and would include a Scope of Work and Schedule of Fees. There is no guarantee that future projects will be assigned to WEC under this contract, projects are contingent on the availability of federal funding.

The initial Schedule of Fees for this contract is described as follows:

The County of Inyo agrees to pay Consultant for services performed under the conditions of this agreement the lump sum fixed price amount of \$14,590.00 for the additional lighting design services. The compensation includes reimbursement for all labor, travel, lodging, meals, and supplies.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Wadell Engineering Corporation

FOR THE PROVISION OF Airport Architectural, Planning and Engineering **SERVICES**

TERM:

FROM: April 16, 2019 **TO:** April 15, 2024

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

This is a five year, on-call contract with Wadell Engineering Corporation (WEC) for Airport Architectural, Planning and Engineering Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA). Any future work assigned to WEC shall be incorporated into this contract by amendment, through action of the Inyo County Board of Supervisors, and would include a Scope of Work and Schedule of Fees. There is no guarantee that future projects will be assigned to WEC under this contract, projects are contingent on the availability of federal funding.

No Travel or Per Diem Payments are included in the initial contract.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND Wadell Engineering Corporation

FOR THE PROVISION OF Airport Architectural, Planning and Engineering **SERVICES**

TERM:

FROM: April 16, 2019 **TO:** April 15, 2024

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 17th day of September 2019 an order was duly made and entered as follows:

*Public Works –
Budget
Amendments/
Wadell Contract
Amendment 1*

Moved by Supervisor Totheroh and seconded by Supervisor Kingsley to:

- A) Amend the Fiscal Year 2019-2020 Lone Pine/Death Valley Airport Pavement Budget (Budget 150504) as follows:
1. increase estimated revenue in State Grant (Revenue Code 4498) by \$7,835;
 2. increase estimated revenue in Federal Grant (Revenue Code 4555) by \$156,710;
 3. increase estimated revenue in Operating Transfer In (Revenue Code 4998) by \$9,576;
 4. increase appropriation in Object Code Construction in Progress (Object Code 5700) by \$199,122;
 5. decrease appropriation in Object Code Professional Services (Object Code 5265) by \$25,001;
- B) Amend the Fiscal Year 2019-2020 Auditor Controller – Geothermal (Budget 010408) by increasing appropriation in Operating Transfer Out (Object Code 5801) by \$9,576 (4/5 vote required); and
- C) Approve Amendment No. 1 to the agreement between the County of Inyo and Wadell Engineering Corp. (WEC) of Burlingame, CA, to increase the contract to an amount not to exceed \$126,465.00, and authorize the Chairperson to sign, contingent upon receipt of the forthcoming FAA grant for the Lone Pine/Death Valley Airport Runway Rehabilitation Project and all appropriate signatures being obtained. Motion carried unanimously 4-0, with Chairperson Pucci absent.

WITNESS my hand and the seal of said Board this 17th
Day of SEPTEMBER, 2019



CLINT G. QUILTER
Clerk of the Board of Supervisors

By: _____

Routing
CC Purchasing Personnel Auditor CAO: Other: Public Works DATE: October 1, 2019



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 17, 2019

FROM:

SUBJECT: Budget amendment to Budget 150504 and Amendment 1 to the contract with Wadell Engineering Corps.

RECOMMENDED ACTION:

Request Board:

A) Amend the Fiscal Year 2019-2020 Lone Pine/Death Valley Airport Pavement Budget (Budget 150504) as follows:

1. increase estimated revenue in State Grant (Revenue Code 4498) by \$7,835;
2. increase estimated revenue in Federal Grant (Revenue Code 4555) by \$156,710;
3. increase estimated revenue in Operating Transfer In (Revenue Code 4998) by \$9,576;
4. increase appropriation in Object Code Construction in Progress (Object Code 5700) by \$199,122;
5. decrease appropriation in Object Code Professional Services (Object Code 5265) by \$25,001;

B) Amend the Fiscal Year 2019-2020 Auditor Controller – Geothermal (Budget 010408) by increasing appropriation in Operating Transfer Out (Object Code 5801) by \$9,576 (4/5 vote required); and

C) Approve Amendment No. 1 to the agreement between the County of Inyo and Wadell Engineering Corp. (WEC) of Burlingame, CA, to increase the contract to an amount not to exceed \$126,465.00, and authorize the Chairperson to sign, contingent upon receipt of the forthcoming FAA grant for the Lone Pine/Death Valley Airport Runway Rehabilitation Project and all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On April 16, 2019, your Board awarded a 5 year Master Agreement to WEC to provide engineering and planning services for various Airport Improvement Projects on an as-needed basis. The Master Agreement requires Amendments be executed in order to add specific County Airport projects that require WEC services.

On December 31, 2018 the County applied for an Airport Improvement Project (AIP) Grant from the Federal Aviation Administration (FAA) for the Lone Pine/Death Valley Airport to carry out construction of the Lone Pine Runway Rehabilitation Project. On July 3rd, 2019 bids were opened for this project. The low bid exceeded the amount of federal funding programed for the project, however the FAA allocated additional funds to cover the overage. The budget amendment in this agenda item account for the changes to estimated expenses and revenue for the construction project.

Amendment 1 to the contract with WEC will add construction support for this project to the scope of work of the on-call contract, as shown in Attachment A-1: *Scope of Work - LONE PINE / DEATH VALLEY AIRPORT – RUNWAY REHABILITATION CONSTRUCTION PHASE SERVICES.*

BACKGROUND/HISTORY OF BOARD ACTIONS:

April 16, 2019 - On-call contract awarded to WEC

June 11, 2019 Approval of the Plans and Specifications for the Runway Rehabilitation Project

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the amendment to the contract. This is not recommended, as construction inspection and material testing is required by the FAA, who is funding this project, and the County does not have the facilities or personnel to carry this out internally.

OTHER AGENCY INVOLVEMENT:

FAA
California Division of Aeronautics (CDA)

FINANCING:

The Project, and this amendment, will be funded by the FAA's AIP, which will reimburse the County for ninety percent (90%) of the cost of the amendment, and by the CDA's matching grant program, which will reimburse the County for four and one-half percent (4.5%) of the cost of the amendment. The reimbursable costs will be paid through budget unit 150504, Lone Pine/Death Valley Airport Pavement, object code 5265, Professional Services in the amount of \$111,875.00.

The County's cost share of this contract will be \$6,153.13, however if State funds are not available, the full match amount could be \$11,187.50.

ATTACHMENTS:

- 1. Wadell Engineering Contract
- 2. WEC Amendment 1

APPROVALS:

Ashley Helms	Created/Initiated - 8/29/2019
Darcy Ellis	Approved - 8/30/2019
Ashley Helms	Approved - 9/10/2019
Breanne Nelums	Approved - 9/10/2019
Michael Errante	Approved - 9/11/2019
Marshall Rudolph	Approved - 9/11/2019
Amy Shepherd	Approved - 9/12/2019
Clint Quilter	Approved - 9/12/2019
Michael Errante	Final Approval - 9/12/2019

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

**LONE PINE / DEATH VALLEY AIRPORT – RUNWAY REHABILITATION CONSTRUCTION
ADMINISTRATION**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Wadell Engineering Corporation of Burlingame, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated April 16, 2019, on County of Inyo Standard Contract No. 161, for the term from April 16, 2019 to April 15, 2024.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed one hundred twenty six thousand, four hundred sixty five dollars and no cents (\$126,465.00) (hereinafter referred to as “Contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Lone Pine / Death Valley Airport – Runway Rehabilitation Project for Construction Phase Services, as described Attachment A-1 to the Contract.
3. Wadell Engineering Corporation’s fee for the scope of work described in Attachment B-1 to the Contract shall be the lump-sum, fixed-price fee of \$111,875.00.

The effective date of this amendment to the Agreement is 9/17/2019.

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

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

**LONE PINE / DEATH VALLEY AIRPORT – RUNWAY REHABILITATION CONSTRUCTION
PHASE SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
10th DAY OF December, 2019.

COUNTY OF INYO

CONSULTANT

By: 

By: _____

Dated: 12/10/19

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

LONE PINE / DEATH VALLEY AIRPORT – RUNWAY REHABILITATION CONSTRUCTION
PHASE SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2019.

COUNTY OF INYO

CONSULTANT

By: _____

By: Robert P. Wadell

Dated: _____

Dated: 10-2-19

APPROVED AS TO FORM AND
LEGALITY:

Grace Chudoba

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES

TERM:

FROM: April 16, 2019 **TO:** April 15, 2024

SCOPE OF WORK:

The Scope of Work described in the original contract, dated April 16, 2019, is revised to include additional tasks required for the Lone Pine / Death Valley Airport – Runway Rehabilitation Construction Phase Services, detailed below:

SCOPE OF WORK

LONE PINE / DEATH VALLEY AIRPORT – RUNWAY REHABILITATION CONSTRUCTION
PHASE SERVICES

The CONSULTANT will provide construction phase services for the Lone Pine / Death Valley Airport Runway Rehabilitation Project. The services include monitoring the construction project to determine if the construction is in accordance with the plans and specifications.

The services include organization and attendance at a preconstruction conference; preparation of conference minutes; preparation of a construction management program for material acceptance testing; coordinating the notice to proceed; review and processing of contractor submittals and requests for information; procurement of an acceptance testing subconsultant; principal engineer site visits for on-site construction observation during critical work periods; office support during construction; review and acceptance of contractor work schedule; review of contractor work relative to plans and specifications; review of quantities and payment requests; preparation of weekly and monthly reports, wage rate interviews, field order and change order processing; final inspection and preparation of record drawings based on contractor furnished as-built submittals, and final engineer's report. Portions of the Airport Layout Plan will be updated to reflect the new improvements upon completion.

CONSULTANT and COUNTY are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities.

SCHEDULE OF SERVICES:

The construction contractor is allowed a maximum of 60 calendar days for all work. The Construction Phase Services shall be undertaken after the contract award and shall continue until 30 days after final inspection and closeout.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES**

TERM:

FROM: April 16, 2019 TO: April 15, 2024

SCHEDULE OF FEES:

The COUNTY agrees to pay CONSULTANT for services performed under the conditions of this agreement the lump sum fixed price amount of one hundred eleven thousand eight hundred seventy five dollars (\$111,875.00) for the Construction Work Phase. The compensation includes reimbursement for all labor, travel, lodging, meals, supplies, field and laboratory testing during the construction phase.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 16th day of April 2019 an order was duly made and entered as follows:

***Public Works –
Wadell
Engineering
Contract, Budget
Amendment***

- Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to:
- A) Amend the Fiscal Year 2018-2019 Bishop Airport Operating Transfer Out (Budget 150100 Object Code 5801) by increasing by \$1,459;
 - B) Amend the Fiscal Year 2018-2019 Bishop Airport-Taxiway Rehabilitation Budget (Budget 630305) as follows (*4/5th vote required*): increase estimated revenue in Federal Grants (Revenue Code 4555) by \$13,131; increase estimated revenue in Bishop Airport Operating Transfer In (Revenue Code 4998) by \$1,459, which will be paid from the Bishop Airport Operating Budget (Budget 150100); and increase appropriations in Professional Services (Object Code 5265) by \$14,590; and
 - C) Approve Inyo County Standard Contract No. 161 between the County of Inyo and Wadell Engineering Corporation of Burlingame, CA for On-Call Airport Architectural, Engineering and Planning Services in an amount not to exceed \$14,590 for the period of April 16, 2019 through April 15, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
- Motion carried unanimously 4-0, with Supervisor Griffiths absent.

WITNESS my hand and the seal of said Board this 16th
Day of April, 2019



CLINT G. QUILTER
Clerk of the Board of Supervisors

Clint G. Quilter

By: _____

Routing
CC Purchasing Personnel Auditor X CAO Other: Public Works DATE: April 25, 2019



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
18

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: APR 16 2019

SUBJECT: Approve a Contract/Master Agreement for On-Call Airport Architectural, Engineering and Planning Services with Wadell Engineering Corporation (WEC) of Burlingame, California.

DEPARTMENTAL RECOMMENDATIONS:

1. Request your board approve Inyo County Standard Contract No. 161 between the County of Inyo and WEC for On-Call Airport Architectural, Engineering and Planning Services in an amount not to exceed \$14,590 for the period from April 16, 2019 through April 15, 2024;
2. Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures;
3. Amend the Fiscal Year 2018/2019 Bishop Airport Operating Transfer Out (Budget 150100 Object Code 5801) by increasing by \$1,459; and
4. Amend the Fiscal Year 2018/2019 Bishop Airport – Taxiway Rehabilitation (Budget 630305 as follows (4/5's vote required):
 - a. Increase estimated revenue in Federal Grants (Revenue Code 4555) by \$13,131;
 - b. Increase estimated revenue in Bishop Airport Operating Transfer In (Revenue Code 4998) by \$1,459, which will be paid from the Bishop Airport Operating Budget (150100);
 - c. Increase appropriations in Professional Services (Object Code 5265) by \$14,590;

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Under FAA guidelines, an Architectural & Engineering Design contract must not extend past 5 years from the beginning of the first project. The existing on-call contract between WEC and the County for architectural and engineering design reached this 5 year threshold in November of 2018, prompting Public Works to advertise for Requests for Qualifications for a new on-call contract. The Public Works Department recently solicited for interested consultants to provide On-Call Airport Architectural, Engineering and Planning Services for the Bishop and Lone Pine Airports for projects that are funded by the Federal Aviation Administration's (FAA) Airport Capital Improvement Program (ACIP). The potential projects include construction administration for the Bishop Taxiway Rehabilitation and Lone Pine Pavement Rehabilitation, design of the Pavement Rehabilitation of Runway 12-30, and others as funding is available. Three consultants who provide engineering services for airport projects submitted Statements of Qualification for the work:

- Armstrong Engineering, Reno, Nevada
- Tartaglia Engineering, Atascadero, California
- Wadell Engineering Corporation, Burlingame, California

The respondents' qualifications were rated by two of the Public Works Department engineering and the CAO. WEC was selected as the most qualified consultant to provide engineering services for these projects. The initial scope of work for this contract includes design work for the relocation of airfield lighting where conflicts exist with new FAA design standards for fillets between runways and taxiways. This design work will be included in the bid documents produced for the Bishop Taxiway Rehabilitation Project.

New projects will be incorporated into the master agreement in the future by the formal amendment process.

ALTERNATIVES: The Board could choose not to approve the contract for On-Call Airport Architectural, Engineering and Planning Services. This is not recommended because WEC as an outstanding record of project delivery for the Inyo County airports, and the services associated with this contract are necessary for the success of the two FAA funded construction projects slated for this summer.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the contractor after the contract is awarded.
County counsel to review and approve the contract;

FINANCING: The reimbursable costs of this Project will be paid through Budget Unit 630305, Object Code 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.)
<i>Grace Chubb</i>	Approved: <u>yes</u> Date <u>4/8/19</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
<i>[Signature]</i>	Approved: <u>yes</u> Date <u>4/9/2019</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) *[Signature]* Date: 2019.04.9

BUDGET OFFICER SIGNATURE:

(Not to be signed until all approvals are received) *Clint Quilley by Marjif* Date: 4/9/19

AGREEMENT BETWEEN COUNTY OF INYO
AND Wadell Engineering Corporation
FOR THE PROVISION OF Airport Architectural, Engineering and Planning SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Airport Architectural, Engineering and Planning services of Wadell Engineering Corporation (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Public Works Director, Michael Errante. 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.

2. PERFORMANCE PERIOD
(Choose Option 1 or Option 2)

Option 1 – Standard Contract

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

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

Option 2 – On-Call Contracts

A. This Contract shall go into effect on April 16, 2019, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on April 15, 2024, unless extended by Contract amendment.

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

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed fourteen thousand five hundred and ninety \$ 14,590 .00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed 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

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.

6. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it, Consultant nor its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency from participation in this transaction. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

7. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Consultant to provide the services identified in Attachment A to this 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.

9. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13)

The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (§26.29)

The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime Consultant receives from County. The prime Consultant agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

10. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the County encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

11. CLEAN AIR AND WATER POLLUTION CONTROL

(Applies to all contracts that exceed \$150,000)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control

Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

12. ENERGY CONSERVATION REQUIREMENTS

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq*).

13. FEDERAL FAIR LABOR STANDARDS ACT (FLSA)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

14. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the County cancellation of the contract or subcontract for default at no cost to the County or the FAA.

15. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
- 3) **Term Definitions**
- 4) **Felony conviction:** Felony conviction means a conviction within the preceding twenty-four
- 5) (24) months of a felony criminal violation under any Federal law and includes
- 6) conviction of an offense defined in a section of the U.S. code that specifically classifies
- 7) the offense as a felony and conviction of an offense that is classified as a felony under 18
- 8) U.S.C. § 3559.
- 9) **Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier Consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled

veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. 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.

20. 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.

21. 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.

22. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend, entity 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 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; and does not apply to any passive negligence of the County unless caused at least in part 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.

23. ACCESS TO RECORDS, REPORTS AND AUDIT

A. Records. Consultant must prepare and maintain an acceptable cost accounting system and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. The Consultant agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant shall maintain these records for a minimum of four (4) years after final payment is made and 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.

24. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

25. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color,

national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

26. TITLE VI – COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

27. 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.

28. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

County will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the County elects to terminate the contract. The County's notice will identify a specific date by which the Consultant must correct the breach. County may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the County's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

29. TERMINATION FOR CONVENIENCE

The County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the County, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

30. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by County:** The County may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by County approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the County issued the termination for the convenience of the County.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the County:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, County agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If County and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the County's breach of the contract.

In the event of termination due to County breach, the Engineer is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. County agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

31. 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 thirty-seven (37) "Amendment" below.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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 thirty-seven (37) "Amendment."

37. 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.

38. 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:

<u>Public Works</u>	Department
<u>PO Drawer Q</u>	Address
<u>Independence, CA 93526</u>	City and State

Consultant:

<u>Wadell Engineering Corporation</u>	Name
<u>PO Box 117370</u>	Address
<u>Burlingame, CA 94011-7370</u>	City and State

39. 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.

---o0o---

AGREEMENT BETWEEN COUNTY OF INYO
AND Wadell Engineering Corporation
FOR THE PROVISION OF Airport Architectural, Planning and Engineering **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Grace Chuchla
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 Wadell Engineering Corporation

FOR THE PROVISION OF Airport Architectural, Planning and Engineering **SERVICES**

TERM:

FROM: April 16, 2019

TO: April 15, 2024

SCOPE OF WORK:

This is a five year, on-call contract with Wadell Engineering Corporation (WEC) for Airport Architectural, Planning and Engineering Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA). Upon receipt of funding opportunities from the FAA, the County shall request a Scope of Work and Schedule of Fees for the project from WEC. Each new project assigned to WEC shall be incorporated into this contract by amendment, through action of the Inyo County Board of Supervisors. There is no guarantee that future projects will be assigned to WEC under this contract, projects are contingent on the availability of federal funding.

The initial Scope of Work for this contract is described as follows:

The Consultant will modify lighting and signing plans for the Bishop Taxiway Rehabilitation Project, which are being designed under a previous contract, to meet new FAA requirements for lighting and signing locations associated with FAA's new fillet design standards for the fillets at intersections of D/12, D/H, D/17, B/C, J/17 north, J/35 south, J/H north, J/H south, F/8 west, F/26 east, F/12 west, F/30 east, F/A west, F/A east, H/35 north, and H/35 south.

The modifications require removal and relocation of light fixtures, removal and disposal of interfering can bases and foundations, new cans with fixtures and associated wiring rerouting. Signs will be relocated as needed to meet standards.

The design plans will depict coordinates of new lighting and signing locations and identification of fixtures for removal. The quantities specific to each location will be depicted on the plans adjacent to the subject fillet.

All work shall be completed prior to June 30, 2019.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Wadell Engineering Corporation

FOR THE PROVISION OF Airport Architectural, Planning and Engineering **SERVICES**

TERM:

FROM: April 16, 2019

TO: April 15, 2024

SCHEDULE OF FEES:

This is a five year, on-call contract with Wadell Engineering Corporation (WEC) for Airport Architectural, Planning and Engineering Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA). Any future work assigned to WEC shall be incorporated into this contract by amendment, through action of the Inyo County Board of Supervisors, and would include a Scope of Work and Schedule of Fees. There is no guarantee that future projects will be assigned to WEC under this contract, projects are contingent on the availability of federal funding.

The initial Schedule of Fees for this contract is described as follows:

The County of Inyo agrees to pay Consultant for services performed under the conditions of this agreement the lump sum fixed price amount of \$14,590.00 for the additional lighting design services. The compensation includes reimbursement for all labor, travel, lodging, meals, and supplies.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Wadell Engineering Corporation

FOR THE PROVISION OF Airport Architectural, Planning and Engineering **SERVICES**

TERM:

FROM: April 16, 2019

TO: April 15, 2024

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

This is a five year, on-call contract with Wadell Engineering Corporation (WEC) for Airport Architectural, Planning and Engineering Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA). Any future work assigned to WEC shall be incorporated into this contract by amendment, through action of the Inyo County Board of Supervisors, and would include a Scope of Work and Schedule of Fees. There is no guarantee that future projects will be assigned to WEC under this contract, projects are contingent on the availability of federal funding.

No Travel or Per Diem Payments are included in the initial contract.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND Wadell Engineering Corporation

FOR THE PROVISION OF Airport Architectural, Planning and Engineering **SERVICES**

TERM:

FROM: April 16, 2019

TO: April 15, 2024

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: April 21, 2020

FROM: Michael Errante

SUBJECT: Award the contract for the Bishop Library Exterior Coating Removal Project

RECOMMENDED ACTION:

Request Board:

A) award the contract for the Bishop Library Exterior Coating Removal Project to Blasting and Coatings Enterprises Inc. of Canyon Country, CA as the successful bidder;

B) approve the construction contract between the County of Inyo and Blasting and Coatings Enterprises Inc. of Canyon Country, CA in the amount of \$27,320.50, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and

C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

SUMMARY/JUSTIFICATION:

This project consists removal of elastomeric textured coating from the exterior walls of the Bishop Library (located at 210 Academy Ave, Bishop, California) with a dustless blasting system. Beneath the coating, the majority of the building is composed of concrete panels, which will be painted in a subsequent project. The mural on the eastern wall will be preserved.

On Wednesday March 25, 2020, bids were opened for this project. One bid was received from Blasting and Coatings Enterprises Inc. of Canyon Country, CA for \$27,320.50.

The 19/20 Deferred Maintenance budget contains \$55,000 for exterior upgrades to the Bishop Library. The remaining funds will be used for painting project, once this contract is completed.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to reject the sole bid and instruct the Public Works department to rebid the project, this is not recommended as it is not anticipated that rebidding would result in lower bids.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The costs associated with this contract will be paid from the Deferred Maintenance Budget (011501), Object Code 5191 (Maintenance of Structures). The budget contains \$55,000 for exterior improvements at the Bishop Library.

ATTACHMENTS:

1. Bid tab + Low Bid
2. Bishop Library Exterior Paint Project Contract

APPROVALS:

Ashley Helms	Created/Initiated - 4/9/2020
Darcy Ellis	Approved - 4/10/2020
Ashley Helms	Approved - 4/13/2020
Breanne Nelums	Approved - 4/14/2020
Michael Errante	Approved - 4/14/2020
Marshall Rudolph	Approved - 4/14/2020
Amy Shepherd	Approved - 4/14/2020
Michael Errante	Final Approval - 4/14/2020

COUNTY OF INYO BID TABULATION

Project Title & Bid No. Bishop Library Exterior Coating Removal Project
Bid # ZP-18
 Bid Opening Date: 3-25-20 Location: County Admin Center

	BIDDER NAME	Base Bid	Bid Additive A	Bid Additive B	Bid Additive C	Total Base Bid and Additives	Bond
1.	Blasting + Coating End.					\$27,320.	50
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Opened By: Monica Tulin

Present: Jake Trausch



BID PROPOSAL FORM

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

FROM: BLASTING & COATING ENT INC.
16529 SIERRA HIGHWAY
CANYON COUNTRY CA. 91351
(Herein called "Bidder")

FOR: **BISHOP LIBRARY EXTERIOR COATING REMOVAL 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 February 27, 2019 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 materials for completion of the Project in accordance with the Contract Documents is set forth herein as:

LUMP SUM FOR PROJECT (IN NUMBERS): \$ 27,320⁵⁰

BID TOTAL (IN WORDS): _____

Twenty Seven Thousand Three Hundred + Twenty dollar⁵⁰ per TO

Please see Special Provisions Section for details on what this lump sum must include. 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.

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

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

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

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

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

NONE

(Fill in Addendum numbers and dates Addenda have been received.

If none have been received, enter "NONE".)

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

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

Bidder's Name: BLASTING & COATING ENT. INC

Address: 16529 SIERRA HWY.
CANYON COUNTY CA Zip Code 93511

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

Telephone: (800) 285-9834

Federal Identification No.: 81-4319584

Contractor's License No.: 1024337 State: CA

Classification: BL 61/D12 C33 Expiration Date: 3/31/21

Type of Business (check one):

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

Corporation , Other (Specify): _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

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

<u>DANIEL YORK</u>	<u>pres.</u>
<u>Sam York</u>	<u>Sec</u>
<u>Rep York</u>	<u>CFO</u>

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

This bid was received on 3-25-20
20
ATTEST: Clint Quilter, Administrative Officer
and Clerk of the Board Inyo County, California
By [Signature] Assistant



- (a) ___ Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or
- (b) Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) ___ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked "Cash Proposal Guarantee."

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

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

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

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

- a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Clint Quilter, Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

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

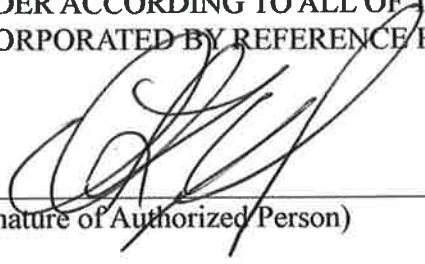
11. ADDITIONAL REQUIRED DOCUMENTS. Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

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

12. DEFINITIONS. The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS 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)

3/27/20

(Date)

DANIEL L. YORK

(Printed Name)

President

(Printed Title)

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

Blasting and Coatings Enterprises Inc. _____, **CONTRACTOR**

for the

Bishop Library Exterior Coating Removal **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 _____ Blasting and Coatings Enterprises Inc. _____ (hereinafter referred to as "CONTRACTOR"), for the construction or removal of Bishop Library Exterior Coating Removal **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 " A " within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: _____ Bishop Library Exterior Coating Removal **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within 15 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: twenty seven thousand ,three hundred and twenty and fifty cents dollars (\$ 27,320.50 _____), 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: B&C Enterprises, Inc.
16529 Sierra Hwy
Canyon Country, CA
91351

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.

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

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

Exhibit A: Special Provisions

I. INTRODUCTION / GENERAL:

The Bishop Library Exterior Coating Removal Project (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated October, 2015 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the "Contract Documents" (as that term is defined in section 1-1.07 of the Standard Specifications) 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 or on the County website at <https://www.inyocounty.us/services/county-administration/bid-request-rfp>.

Unless indicated otherwise, all references in this document to sections are to those in the Inyo County Standard Specifications October 2015 or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Inyo County Standard Specifications October 2015 referenced herein or the Caltrans Standard Specifications and these Special Provisions, these Special Provisions shall prevail and be observed.

II. PROJECT DESCRIPTION:

This project consists removal of elastomeric textured coating from the exterior walls of the Bishop Library (located at 210 Academy Ave, Bishop, California). The removal must be carried out using dustless sandblasting. Site photos available upon request, email ahelms@inyocounty.us.

III. CONTRACT AWARD AND EXECUTION - SECTION 3:

3-1.04 CONTRACT AWARD

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

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

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

The successful bidder must furnish 2 bonds:

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

The bond forms are in the Bid Book.

3-1.06 CONTRACTOR LICENSE

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

For a non-federal-aid contract:

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

3-1.07 INSURANCE POLICIES

The successful bidder must submit:

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

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

3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION

Section 3-1.08 is amended as follows.

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

The bidder must:

- 1) Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.
- 2) 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, the bidder must 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.

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

SUBCONTRACTOR AND SBE RECORDS:

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

Upon completion of the contract, a summary of these records shall be prepared on "Final Report – Utilization of Small Business Enterprises - (SBE), First-Tier Subcontractors," certified correct by the Contractor or his authorized representative, and submitted to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the Contract form.

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

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

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

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

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

IV. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC – SECTION 7:

Section 7 of the Standard Specifications are amended to read as follows:

7-1.02K (2) WAGES

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

7-1.02K (3) Certified Payroll Records (Labor Code §1776)

Contractor must keep accurate payroll records, and submit a copy of your certified payroll records weekly, including those of subcontractors to the following:

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

Include in the certified payroll:

1. Each employee's:
 - 1.1. Full name
 - 1.2. Address

- 1.3. Social security number
- 1.4. Work classification
- 1.5. Straight time and overtime hours worked each day and week
- 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work
- 1.7. Pay rate
- 1.8. Itemized deductions made
- 1.9. Check number issued
2. Apprentices and the apprentice-to-journeyman ratio
3. A Statement of Compliance signed under penalty of perjury that declares:
 - a) The information contained in the payroll record is true, correct, and complete
 - b) The employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
 - c) The wage rates paid are at least those required by the Contract

7-1.02K (4) SMALL PROJECT EXEMPTION

Per the DIR Newsline No. 2017-52, dated June 28, 2017, the Small Project Exemption is effective July 1, 2017:

Contractors who work exclusively on small public works projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. Contractors are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner’s Office upon request. Additionally, awarding agencies are not required to submit the notice of contract award through DIR’s PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

7-1.05 INDEMNIFICATION

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

7-1.06A GENERAL INSURANCE

1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted in the State of California. If

Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.

2. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Obtain** a copy of the policy declarations and endorsement page to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.
3. **SUBCONTRACTORS:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
4. **SPECIAL RISKS or CIRCUMSTANCES:** Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
5. **CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE:** Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

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

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

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

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

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

7-1.06D LIABILITY INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.
4. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

7-1.06I SELF-INSURANCE

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

OTHER INSURANCE PROVISIONS

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
 1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
 2. For any claims related to this project, **the Contractor’s insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or

volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 4. A copy of the claims reporting requirements must be submitted to the Entity for review.
 5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

V. PROSECUTION AND PROGRESS – SECTION 8

Amended to read as follows:

8-1.05 TIME

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than **Thirty (30) Calendar days** from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion."

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 8-107B SS, "Time Adjustments."

8-1.10 LIQUIDATED DAMAGES

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

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

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

VI. TECHNICAL SPECIFICATIONS

PART 1: GENERAL

1.01 **SCOPE OF WORK** Blast all exterior walls with a dustless blasting system. Dry blasting with a wet water ring is not acceptable. As noted in the Project plans, the majority of the building is monolithic concrete. Approximately 325 SF of the building is elastomeric textured coating on top of plaster; this portion may require minor patching coating removal. Exterior coating has been tested and found to be free of asbestos. Asbestos report available upon request.

1.02 **BIDDER QUALIFICATIONS**

- A. Bidder must have 3 years' experience performing dustless blasting techniques, and provide references upon request.

PART 2 MATERIAL SPECIFICATIONS

2.01 Only abrasive media included in the California Air Resource Board's current list of Certified Materials may be used for this project.

PART 3 PREPARATION & APPLICATION

3.01 Site Preparation

- A. Dam all storm drains within the project vicinity to prevent abrasive media or elastomeric coating from entering waterways.
- B. Cover and protect windows, doors, mural and roof fascia.
- C. Maintain access to front entryway during business hours. Library is closed Sundays and Mondays; work may occur on the entryway during business hours on these days.
- D. All scaffolding must meet current OSHA standards.

3.02 Final Surface Condition

- A. On monolithic concrete sections, a final Concrete Surface Profile (CSP) of 3-4 is required.
- B. On plaster section, any damage exceeding 1/4" in depth shall be spot patched with plaster.
 - 1. Final surface preparation for painting shall be done by others.

COMPENSATION

1.01 PAYMENT

The contract lump sum price paid for the project shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the project as shown on the plans, and as specified in the specifications and the special provisions, and as directed by the Engineer, including the removal and disposal of the resulting material.

1.02 ADJUSTMENT OF LUMP SUM

When the project is paid for on a lump sum basis, any adjustment in compensation due to an increase or decrease in the quantity of work to be performed which is ordered by the Engineer will be made on the basis of the cost of the increased or decreased work and will be paid for according to **Section 9-1.06, "Changed Quantity Payment Adjustments,"** of the 2015 Caltrans Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

END OF SECTION



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: April 21, 2020

FROM: Office of the Sheriff

SUBJECT: Request Board authorize issuance of a blanket purchase order to Adamsons Police Products for the purchase of new and replacement law enforcement gear.

RECOMMENDED ACTION:

Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$5,000, payable to Adamson Police Products of Los Alamitos, CA for miscellaneous law enforcement gear, and increase spending authority to \$40,100 through the end of the fiscal year.

SUMMARY/JUSTIFICATION:

Adamson Police Products is a supplier of law enforcement equipment and safety gear including, but not limited to: leather gear, flashlights, batteries, Pepper Ball supplies, and Less Lethal equipment for use by Law Enforcement Personnel. These items are standard issue equipment for Sheriff's Personnel and an essential part of our operation and training. Due to employee turnover, normal wear and tear, and remaining in compliance with local, state and federal equipment guidelines, the Department must replace and purchase new equipment on a continuing basis. It is imperative that we have continuity of our safety equipment and are able to provide it in a timely manner. Adamson's has provided us with competitive pricing on high quality safety equipment in the past and consistently beats competitor pricing. The Sheriff's office staff strives to get the best pricing available and will continue this practice in future purchasing endeavors.

The issuance of this purchase order will not negate the requirement of getting verbal or written quotes for individual purchase in accordance with the County Purchasing Policy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Adamson Police Products has been a reliable vendor of high-quality gear for many years. Some items are vendor-specific and we seek to continue to supply our agency with high quality safety gear and ensure continuity of safety equipment and provide it in a timely manner.

The Sheriff's Office is a large agency operating off nearly (20) budgets. According to Inyo County Purchasing and Contracting Policy and Procedure Manual Section II. Departmental Responsibilities G. Blanket Purchase Orders, "With the additional delegation of purchase authority to Department Heads, it is anticipated that repetitive purchases may still be most appropriately handled by establishing blanket purchase orders with specific vendors. 2.) When the same vendor is used repetitively for similar service, the requesting department may be required to

initiate a blanket purchase order. Such requests may be initiated by the Purchasing Agent or the Auditor as the regular use is monitored." And Section VII. Special Instructions, G. Consolidation of Departmental Requests, "Departments shall make every effort to consolidate similar goods and supplies into a single purchase requisition. In addition, the purchasing division/department may periodically issue a schedule of planned procurement solicitations for specific common products or materials. Department requests should be consolidated and submitted in accordance with these schedules. Goods and supplies shall be ordered in and consistent with future needs and available storage space." In an effort to be compliant with this policy and proactive in our spending efforts, the Sheriff's Office is requesting Board approval of the above blanket purchase order.

The Sheriff's office has also requested a purchase order for bullet proof vests with Adamsons on a separate item in the amount of \$13,100 this fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny this blanket purchase order. This action is not recommended by staff. This purchase order will ensure we are able to promptly purchase new and replacement safety gear through the remainder of the fiscal year.

OTHER AGENCY INVOLVEMENT:

Auditor's Office
Board of Supervisor's
County Counsel
Purchasing Office
Adamsons Police Products

FINANCING:

These invoices will be paid from multiple budgets, and object codes within our department budget authority. There is sufficient budget split between all Sheriff divisions to make these payments.

ATTACHMENTS:

APPROVALS:

Riannah Reade	Created/Initiated - 4/9/2020
Darcy Ellis	Approved - 4/9/2020
Riannah Reade	Approved - 4/9/2020
Amy Shepherd	Approved - 4/9/2020
Marshall Rudolph	Approved - 4/9/2020
Jeffrey Hollowell	Final Approval - 4/9/2020



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 21, 2020

FROM: Office of the Sheriff

SUBJECT: Increase Sheriff purchasing authority with American Security Group

RECOMMENDED ACTION:

Request Board ratify an increase of Sheriff Security purchasing authority with American Security Group of Vista, CA by \$8054, to a total not-to-exceed amount of \$60,675, for security system repairs.

SUMMARY/JUSTIFICATION:

We are requesting an increase to pay for replacement security cameras and finish out the annual maintenance contract. Multiple security cameras throughout the Jail failed and had to be replaced when the security system was upgraded earlier this year.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On May 15th, 2019 your Board approved the annual maintenance agreement with American Security Group for FY2019-2020 in the amount of \$12,344 and a blanket approval for \$30,000 for repairs and upgrades.

On October 15th, 2019, your Board approved an increase of \$10,000 to a not to exceed amount of \$52,344 for upgrades.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny this request. Staff does not recommend this action. American Security Group is a proprietary supplier of goods and service for the Jail security system.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding is included in the Jail Security Budget #022706, Professional Services #5265. The Security System is funded through the AB443 Rural and Small County funding.

ATTACHMENTS:

1. Inv_26536_from_American_Security_Group_9476
2. 20190517Sheriff - AmericanSecurityGroupSoleSourceContract

3. 20190514Sheriff-AmSecurityBlanketPO
4. 20191015Sheriff-BudgetAmendmentAmericanSecurityGroupPurchases

APPROVALS:

Riannah Reade

Darcy Ellis

Riannah Reade

Marshall Rudolph

Amy Shepherd

Jeffrey Hollowell

Created -



Invoice

Date	Invoice #
3/26/2020	26536

Bill To

Inyo County Sheriff's Facility
 PO BOX S
 550 S Clay St
 Independence, CA 93526

Ship To

Inyo County Sheriff's
550 S Clay St
Independence, CA 93526

Terms	P.O. No.	Project
Net 30	P43488	19041 - Camera Replacements & Adds

Qty	Description
	Camera Replacements
5	90 Degree Fixed Cameras Wisenet X powered by Wisenet 5 network outdoor vandal dome camera, 2MP, Full HD(1080p) @60fps, motorized vari-focal lens 3.1x (3.2~10mm) (109°~33.2°), triple codec H.265/H.264/MJPEG with WiseStream II technology, 120dB WDR, USB port for easy installation, high powered IR LEDs range of 98.43', true D/N, single SD card, hallway view, HLC, defog detection, DIS, PoE, IP66, IK10, -40°C ~ +55°C (-40°F ~ +131°F)
16	Labor for Installation and Programming Video System Lead Technician
1	Lodging and Expenses

PO Box 48 Vista CA, 92085 www.amsecgroup.com Voice 760-727-4020 Fax 760-727-4027 The Amergroup Inc. CA LIC 665638 ACO LIC 4234	Subtotal	\$4,720.00
	Tax (7.75%)	\$246.06
Thanks for choosing American Security Group	Total	\$4,966.06

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 14th day of May 2019 an order was duly made and entered as follows:

**Sheriff –
American
Security Group
Sole-Source
Maintenance
Contract**

Moved by Supervisor Tillemans and seconded by Supervisor Griffiths to: A) declare American Security Group of Vista, CA a sole-source provider of video security maintenance and support; and B) approve the contract between the County of Inyo and American Security Group for the provision of security surveillance system equipment maintenance and support, in the amount of \$12,344 for the period of July 1, 2019 through June 30, 2020, contingent upon the Board's approval of the Fiscal Year 2019-2020 Budget, and authorize the Sheriff or his designee to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 14th
Day of May, 2019



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Sheriff DATE: May 15, 2019



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

14

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: May 14th, 2019

SUBJECT: Approval of American Security Group Maintenance Agreement

DEPARTMENTAL RECOMMENDATION:

- 1) Declare American Security Group a sole source provider for video security maintenance and support.
- 2) Request Board ratify the contract between the County of Inyo and American Security Group for the provisions of services, maintenance of security surveillance system equipment, for the period of July 1, 2019 through June 30, 2020 in the amount of \$12344.00, and authorize the Sheriff or his designee to sign, contingent upon Board's adoption of future budgets, and contingent on obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:




American Security Group provides proprietary software and server system that comprise the surveillance system in the Jail and Sheriff's Administration facilities. The system is robust, comprised of 98 high definition cameras; high definition monitors located in the jail and dispatch. As the system is proprietary, only American Security Group can provide maintenance and technical support. The Jail security system is aging and replacement costs have been included in the department requested budget for equipment replacement of equipment not covered by the terms of the service agreement or warranty.

ALTERNATIVES:

There are no practical alternatives available. American Security Group has proprietary software and equipment. Funds to change out all of the security equipment and new software are not available.

OTHER AGENCY INVOLVEMENT:

Funding is included in the 2019-2020 requested budgets in Budget Unit 022706 Jail Security and Budget Unit 022900 Jail General, object code 5265 Other Professional Services.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>4/26/19</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>4/30/2019</u>
PERSONNEL DIRECTOR:  <i>Risk</i>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>5/08/2019</u>

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



Date: 5/9/19

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP
FOR THE PROVISION OF VIDEO SECURITY SYSTEM MAINTENANCE AND SUPPORT SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the MAINTENANCE AND SUPPORT services of AMERICAN SECURITY GROUP of VISTA, CA (hereinafter referred to as "Contractor"), 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 Contractor 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 Contractor to perform under this Agreement will be made by JARED SPARKS, whose title is: SHERIFF'S LIEUTENANT. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor 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 Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from 07/01/2019 to 06/30/2020 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor 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 Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor 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, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$12,344.00 (see attached proposal #1012587) 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. Contractor shall submit to the County, once a month, an itemized statement of all 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 services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor 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 Contractor 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 contractors when it is anticipated that total annual payments to Contractor 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 Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, 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, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor'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 Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure 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, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide 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 Contractor 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. Contractor 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. Contractor 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, ET CETERA.

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

7. COUNTY PROPERTY.

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

B. Products of Contractor'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, product, or manifestation of, Contractor'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, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, 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, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor 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 contractor:

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

B. Contractor shall be responsible to 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 Contractor in fulfillment of this Agreement.

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph 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 Contractor, 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 Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor 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 Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be 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-three (23) below.

18. CONFIDENTIALITY.

Contractor 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 Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor 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.

19. CONFLICTS.

Contractor 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.

20. POST AGREEMENT COVENANT.

Contractor 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, Contractor 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, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor 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-three (23) (Amendment).

23. 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.

24. 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 Contractor 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	
<u>OFFICE OF THE SHERIFF</u>	Department
<u>PO DRAWER 5</u>	Street
<u>INDEPENDENCE, CA 93526</u>	City and State

Contractor:	
<u>AMERICAN SECURITY GROUP</u>	Name
<u>PO BOX 48</u>	Street
<u>VISTA, CA 92085</u>	City and State

25. 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 AMERICAN SECURITY GROUP**
FOR THE PROVISION OF VIDEO SECURITY SYSTEM MAINTENANCE AND SUPPORT SERVICES

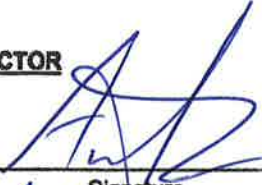
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 10th DAY OF September, 2019.

COUNTY OF INYO

By: 
Signature
Matt Kingsley
Print or Type Name

Dated: 09-10-19

CONTRACTOR

By: 
Signature
Anthony Spunky
Print or Type Name

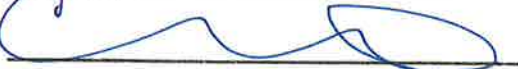
Dated: 8/26/2019

APPROVED AS TO FORM AND LEGALITY:


County Counsel



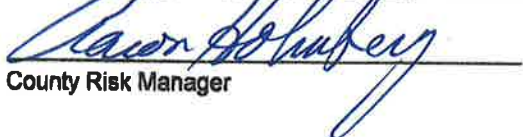
APPROVED AS TO ACCOUNTING FORM:


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 AMERICAN SECURITY GROUP
FOR THE PROVISION OF VIDEO SECURITY SYSTEM MAINTENANCE AND SUPPORT SERVICES**

TERM:

FROM: 07/01/2019 **TO:** 06/30/2020

SCOPE OF WORK:

SEE ATTACHED AMERICAN SECURITY GROUP PROPOSAL #1012587 AND ATTACHED AMERICAN SECURITY GROUP SERVICES AGREEMENT.



September 29th, 2017

Inyo County Sheriff's Office
550 S Clay St
Independence, CA 93526

Attention: **Jared Sparks**

Subject: **Silver Level Security Systems Support Agreement for Inyo Sheriff's Office and Jail facility**

American Security Group ("ASG") proposes to provide enhanced support services for the System Galaxy access control and OnSSI Ocularis video security systems at Inyo County Sheriff's Office and Jail.

SERVICES PROVIDED

ACCESS CONTROL SYSTEM

- Provide general upkeep and maintenance of the System Galaxy application server, including all services and applications, as needed.
- Perform major System Galaxy software version upgrade for all Galaxy servers and clients.
- One-year Galaxy software maintenance license included.
- Ensure Galaxy database backups are configured as per Inyo IT guidelines.
- Provide 24-hour tech support for Galaxy operators.
- Verify holiday schedule is programmed per Inyo guidelines.
- Ensure Galaxy database backups are configured as per Inyo IT guidelines.
- Restore Galaxy database from most recent backup if database becomes damaged.
- Provide reports for Galaxy operators as required, during normal business hours.
- Provide database scripting services and custom reports (see Special Conditions / Exclusions for details).
- Manage Galaxy operators and permissions in accordance with Inyo security policy.

VIDEO SECURITY SYSTEM

Video Management System

- Provide general upkeep and maintenance of the Ocularis application server, including all OnSSI services and applications, as needed.
- Verify and optimize server performance: check video archive length, event recording, custom features (if applicable), and ensure recording schedules meet Inyo security requirements.
- Verify network connections and thresholds.
- Manage Ocularis operators and permissions in accordance with BLB&G security policy.
- Provide 24-hour tech support for Ocularis operators.
- One-year OnSSI software support license included (for current cameras; future camera additions charged separately).

SPECIAL CONDITIONS / EXCLUSIONS

- Agreement includes technical support services for current Galaxy and Ocularis systems only. If technical support services for additional or expanded Galaxy / Ocularis systems are required after the execution of this agreement, ASG reserves the right to submit a revised cost basis for said agreement.
- Agreement does not include maintenance and support on operating systems, database engines, and virtual machines that are provided and/or maintained by Inyo IT
- ASG Citrix Service and Remote Desktop access required for technical support services.
- Galaxy database scripting and custom report services included with this agreement are for current system capabilities only. Manufacturer generated scripting services may incur additional fees.
- Unscheduled/emergency service visits and/or T&M service requests will be provided at discounted rates as per the following guidelines:
 - Normal business hours (Monday – Friday, 08:00 am – 5:00 pm): \$ 95.00 per hour
 - Extended hours (emergencies, evenings, weekends and holidays): \$ 145.00 per hour
 - Given Inyo’s location service visits will be subject to a flat rate trip charge. This will provide a savings over directly charged labor at normal or discounted rates
 - Flat “Trip Charge” rate will be \$ 995.00. This will be billed in addition to labor rate for hours spent on jobsite
- Actions performed or required by third party vendors to hardware or software not included.
- Agreement does not include the repair or replacement of any non-warranty equipment that is discovered to be defective in any manner during the inspection. ASG will provide Inyo with an estimate to repair or replace said equipment upon completion of the inspection.
- This agreement does not cover rental costs for high reach equipment that may be required for service and inspection of the security system equipment. If high reach equipment is necessary, Inyo agrees to either furnish it at the time of service or be billed for equipment services provided by ASG.
- ASG makes no claim that neither security equipment nor this service plan will prevent or stop criminal activity.
- Pricing good until July 31st, 2019.

ADDITIONAL TERMS

- The term of the support agreement will be for a period of one (1) year beginning on a date to be selected by Inyo by written notice to ASG.



COSTS

ACCESS CONTROL SYSTEM:	\$ 850.00
VIDEO SECURITY SYSTEM:	\$ 8,100.00
SOFTWARE SUPPORT / MAINTENANCE:	\$ 3,394.00
Subtotal:	\$ 12,344.00
Sales Tax:	\$ 00.00
TOTAL:	\$ 12,344.00

Should you have any questions or require additional information, please contact Preston Gregory at (760) 727-4020 or pgregory@amergroup.com. If you accept this proposal under the terms and conditions set forth, please execute the Certificate Acceptance on the following page.

Very respectfully,

Preston Gregory
Business Development Manager
American Security Group



CERTIFICATE OF ACCEPTANCE

Date:

Customer:

Address:

City & State:

Contract Number:

PO Number (if applicable):

Work Title or Description:

Inyo hereby accepts the proposal of American Security Group (ASG) dated April 18th, 2019 to which this Certificate is attached.

Inyo

American Security Group

Date: 05/14/19

Date: _____



Signature

Signature

JARED SPARKS

Printed Name

Printed Name

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP
FOR THE PROVISION OF VIDEO SECURITY SYSTEM MAINTENANCE AND SUPPORT SERVICES**

TERM:

FROM: 07/01/2019 **TO:** 06/30/2020

SCHEDULE OF FEES:

See attached American Security Group Proposal #1012587.



Proposal

Date	Proposal #
4/18/2019	1012587

Customer
Inyo County Sheriff's Facility PO BOX S 550 S Clay St Independence, CA 93526

Ship To
Inyo County Sheriff's 550 S Clay St Independence, CA 93526

Qty	Description	Rate	Total
	Inyo County Sheriff's Dept Support and Service Agreement Revised for 2019/2020 Fiscal Year to Include Remote Support Only		
	IP Video System Service & Support		
1.00	IP Video System Service Plan (Base)	500.00	500.00
2.00	IP Video Server Maintenance & Support	250.00	500.00
2.00	IP Video Storage Device Maintenance & Support	225.00	450.00
4.00	IP Video Network Equipment Maintenance & Support	250.00	1,000.00
4.00	IP Video Client Workstation Maintenance & Support	250.00	1,000.00
93.00	IP Video Camera Maintenance & Support	50.00	4,650.00
	Subtotal		8,100.00
	Access Control System Service and Support Agreement		
1.00	Access Control System Service Plan (Base)	500.00	500.00
1.00	Access Control Server Service and Support	250.00	250.00
1.00	Access Control System Controller Maintenance & Support	50.00	50.00
1.00	Access Control Power Supply Maintenance & Support	50.00	50.00
	Subtotal		850.00
	System Software Updates		
	OnSSI Video Management System		
1.00	Ocularis Enterprise Base 1 Year StayCURRENT	169.00	169.00
93.00	Ocularis Enterprise Camera 1 Year StayCURRENT	32.00	2,976.00
	System Galaxy Access Control		
1.00	Additional 1 year software maintenance	249.00	249.00
	Subtotal		3,394.00

I hereby authorize performance of this proposal and agree to the following payment terms: **Net 30**

ACCEPTED BY:  DATE: 05/17/19
 SALED & PROVER
 PO Box 48 Vista CA, 92085 www.amsecgroup.com
 Voice 760-727-4020 Fax 760-727-4027
 CA LIC 665638 ACO LIC 4234

Subtotal	\$12,344.00
Tax (8.75%)	\$0.00
Total	\$12,344.00

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP
FOR THE PROVISION OF VIDEO SECURITY SYSTEM MAINTENANCE AND SUPPORT SERVICES**

TERM:

FROM: 07/01/2019 **TO:** 06/30/2020

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

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 policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, 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 excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect 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 Contractor to purchase coverage with a lower deductible or retention or 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.

Verification of Coverage

Contractor 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 Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 14th day of May 2019 an order was duly made and entered as follows:

*Sheriff –
American
Security Sole-
Source Blanket
P.O.*

Moved by Supervisor Tillemans and seconded by Supervisor Griffiths to: A) declare American Security Group of Vista, CA a sole-source provider of security surveillance system equipment; and B) authorize a blanket purchase order in the amount of \$30,000 payable to American Security Group of Vista, CA for routine equipment replacement during the 2019-2020 fiscal year in addition to the annual maintenance contract (\$12,344), contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 14th
Day of May, 2019

<i>Routing</i>
CC Purchasing X Personnel Auditor CAO Other: Sheriff DATE: May 15, 2019



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Clint G. Quilter".

By: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

15

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: May 14th, 2019

SUBJECT: Approval of American Security Group Blanket Purchase Order

DEPARTMENTAL RECOMMENDATION:

- 1) Authorize blanket purchase order for routine equipment replacement costs with American Security Group in an amount of \$30,000 during FY 2019/2020 in addition to the annual maintenance contract (\$12,344.00), contingent on the approval of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

American Security Group provides proprietary software and server system that comprise the surveillance system in the Jail and Sheriff's Administration facilities. The system is comprised of 98 high definition cameras; high definition monitors located in the jail and dispatch. As the system is proprietary, only American Security Group can provide maintenance and technical support. The Jail security system is aging and replacement items are needed annually to ensure the system stays operational. When the security system was installed, it was the best option for the price the county could afford. Over the years with annual budget cuts, the equipment has not been replaced as it should be and we are experiencing multiple failures per year that are outside of the maintenance agreement offered. Each site visit ranges in price from \$4000-\$7000 depending on the equipment needed and labor charges. In an attempt to mitigate emergency purchases throughout the year, we are requesting blanket purchasing authority above and beyond the maintenance contract.

ALTERNATIVES:

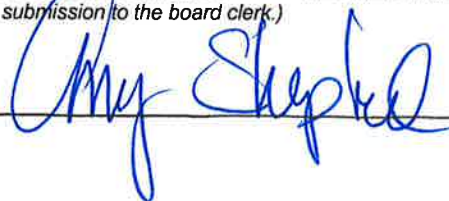
There are no practical alternatives available. American Security Group has proprietary software and equipment. Funds to change out all of the security equipment and new software are not available as it could cost upwards of \$1,000,000.00. The Sheriff's office has been researching other security options, but at this time has not found an affordable solution.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding is included in the 2019-2020 requested Budget Unit 022706 Jail Security object code 5265 Other Professional Services.

APPROVALS

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>5-3-19</u>
---------------------	---

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 5/6/19

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 15th day of October 2019 an order was duly made and entered as follows:

*Sheriff – Budget
Amendment/
American Security
Group Purchases*

Moved by Supervisor Kingsley and seconded by Supervisor Tillemans to amend the Fiscal Year 2019-2020 Jail Security Budget (Budget Number 022706) as follows: increase estimated revenue in Operating Transfers In (Revenue Code 4998) by \$10,000 and increase appropriations in Professional Services (Object Code 5265) by \$10,000 (4/5ths vote required); and authorize the Auditor to make the transfer from the Sheriff AB443 Trust (Trust Number 502709) Operating Transfers Out (Object Code 5801); and B) approve purchases during Fiscal Year 2019-2020 from American Security Group of Vista, CA in the amount of \$52,344 for Jail Security server upgrades, replacement and maintenance, including a purchase order in the amount of \$39,940 to upgrade and replace the Jail Security Servers. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 15th
Day of OCTOBER, 2019



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

By: _____

<i>Routing</i>
CC Purchasing: Personnel: Auditor CAO: Other: Sheriff DATE: October 31, 2019



County of Inyo



#26

Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 15, 2019

FROM: Office of the Sheriff

SUBJECT: Amend Sheriff 2019-2020 Budget, authorize purchase with American Security Group and operating transfer.

RECOMMENDED ACTION:

Request Board: A) amend the Fiscal Year 2019-2020 Jail Security Budget (Budget Number 022706) as follows: increase estimated revenue in Operating Transfers In (Revenue Code 4998) by \$10,000 and increase appropriations in Professional Services (Object Code 5265) by \$10,000 (*4/5ths vote required*); and authorize the Auditor to make the transfer from the Sheriff AB443 Trust (Trust Number 502709) Operating Transfers Out (Object Code 5801); and B) approve purchases during Fiscal Year 2019-2020 from American Security Group of Vista, CA in the amount of \$52,344 for Jail Security server upgrades, replacement and maintenance, including a purchase order in the amount of \$39,940 to upgrade and replace the Jail Security Servers.

SUMMARY/JUSTIFICATION:

The Jail security system is aging and replacement costs have been included in the department requested budget for equipment replacement. Upon review of the system servers, it was determined that they needed to be replaced. The quote from American Security Group is in excess of the original amount included in this years budget for routine replacement even after the 43% discount was applied.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On May 14th, 2019, your Board declared American Security Group a sole source provider for the Jail Security System. Your board also approved the annual maintenance contract for \$12,344 and a blanket purchase order for \$30,000. We are requesting to increase our purchasing authority for the fiscal year from \$42,344 to \$52,344. American Security Group provides proprietary software and server system that comprise the surveillance system in the Jail and Sheriff s Administration facilities. As the system is proprietary, only American Security Group can provide maintenance and technical support.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

There are no practical alternatives available. American Security Group has proprietary software and equipment. Funds to change out all of the security equipment and new software are not available.

OTHER AGENCY INVOLVEMENT:

Auditor's Office
Board of Supervisor's
Budget Officer
County Counsel
Purchasing Office

American Security Group

FINANCING:

This ARF, if approved will amend the Jail Security Budget (Budget Number 022706) by increasing the Professional Service (Object code 5265) by \$10,000 and authorize an operating transfer from the Sheriff AB443 Trust (Trust Number 502709), Operating Transfers Out, (object code 5801) in the amount of \$10,000 to Jail Security Budget (Budget Number 022706) Operating Transfer In (object code 4998). There are sufficient funds in the AB443 Trust to fund this request.

ATTACHMENTS:

1. 20190514Sheriff-AmSecurityBlanketPO
2. 20190517Sheriff - AmericanSecurityGroupSoleSourceContract
3. ASG SERVER QUOTE_001

APPROVALS:

Riannah Reade	Created/Initiated - 9/30/2019
Darcy Ellis	Approved - 10/1/2019
Riannah Reade	Approved - 10/2/2019
Denelle Carrington	Approved - 10/10/2019
Amy Shepherd	Approved - 10/10/2019
Marshall Rudolph	Approved - 10/10/2019
Jeffrey Hollowell	Final Approval - 10/10/2019



County of Inyo



County Counsel DEPARTMENTAL -

MEETING: April 21, 2020

FROM:

SUBJECT:

RECOMMENDED ACTION:

Request Board consider and potentially adopt a resolution approving an updated ADA Self-Evaluation and Transition Plan for Inyo County, and provide any desired direction to staff.

SUMMARY/JUSTIFICATION:

The County is required by the Americans with Disabilities Act (ADA) to perform a self-evaluation of its programs and facilities and to prepare a transition plan describing any structural or physical barrier changes required to make programs accessible. As the Board may recall, the County has a County Facilities ADA Task Force comprised of pertinent County staff and a representative of the Inyo Mono Association for the Handicapped (IMAH), which meets monthly to discuss ways of addressing any such ADA issues in the County. Over the years, with support from the Board, the Task Force has spearheaded numerous ADA improvements to County facilities. The Task Force has also prepared an updated self-evaluation and transition plan ("transition plan"), consistent with the County's commitment to ADA compliance, and strongly recommends its approval by the Board. Note that the transition plan is a living document, which can and will be revised from time to time in the future. Similarly, in the plan, the Board delegates authority to the Task Force to revise Appendix A of the plan from time to time as the Task Force deems necessary.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

County Administration including Risk Management and Parks/Campgrounds; Building Division; Public Works; HHS; and Inyo Mono Association for the Handicapped (IMAH).

FINANCING:

N/A

ATTACHMENTS:

1. Resolution No. 2020-17 (ADA)
2. Inyo ADA Transition Plan
3. Inyo ADA Transition Plan - Appendix A

APPROVALS:

Marshall Rudolph	Created/Initiated - 4/10/2020
Aaron Holmberg	Approved - 4/10/2020
Michael Errante	Approved - 4/10/2020
Leslie Chapman	Approved - 4/16/2020
Darcy Ellis	Approved - 4/16/2020
Amy Shepherd	Final Approval - 4/16/2020

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING
AN UPDATED ADA SELF-EVALUATION AND TRANSITION PLAN
FOR INYO COUNTY

WHEREAS, the Americans with Disabilities Act (ADA) requires, among other things, that public entities perform a self-evaluation of their programs and facilities to identify problems or barriers that may limit accessibility by the disabled and potential compliance solutions, and that they prepare a transition plan to describe any structural or physical barrier changes required to make programs accessible; and

WHEREAS, the County has previously performed such self-evaluations and prepared and implemented plans to address ADA issues; and

WHEREAS, the County Facilities ADA Task Force meets regularly to discuss and address such issues and, with input from interested parties, has prepared an updated ADA self-evaluation and transition plan, attached hereto as an exhibit.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo, State of California, that the updated ADA Self-Evaluation and Transition Plan for Inyo County attached hereto is approved and shall supersede any previous County self-evaluations and transition plans.

PASSED AND ADOPTED by the Board of Supervisors, County of Inyo, State of California, this 21st day of April, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Chairperson
INYO COUNTY BOARD OF SUPERVISORS

ATTEST: Clint Quilter
Clerk of the Board

by: _____
Darcy Ellis, Assistant

County of Inyo
Americans with Disabilities (ADA)
Self-Evaluation & Transition Plan
“Inyo ADA Transition Plan”



Updated April 2020

I. INTRODUCTION

The County of Inyo strives to be welcoming for all residents and visitors. As such, the County is committed to nondiscrimination on the basis of disability in all services, programs, activities, policies, and practices provided to the public in full compliance with Title II of the Americans with Disabilities Act or “ADA” (Title 28, Code of Federal Regulation, part 35), and the California Building Code (Title 24, California Code of Regulations, part 2).

Among other things, Title II of the ADA requires a public entity, such as Inyo County, to evaluate its services, programs, policies, and practices to determine whether they are in compliance with the nondiscrimination regulations of the ADA. A self-evaluation is required and intended to examine programs, services and activities, identify problems or barriers that may limit accessibility by the disabled and describe potential compliance solutions to programs, services and activities. The entity must then proceed to make the necessary changes resulting from the self-evaluation. The ADA also requires a transition plan to be prepared to describe any structural or physical barrier changes required to make programs accessible.

Furthermore, a public entity must operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. According to the Code of Federal Regulation Title 28, Section 35.150, a public entity is not necessarily required to make each of its existing facilities accessible to and usable by individuals with disabilities. The regulation states that various means may be used to provide program accessibility, such as having the same activity at alternate sites. The same regulation exempts a public entity from taking an action that would threaten or destroy the historical significance of an historic property. The regulations are available at www.ada.gov.

Public involvement is strongly encouraged to assist the County of Inyo in achieving an inclusive environment for individuals with disabilities and to assure ADA compliance. The County Administrative Officer Clint Quilter is ultimately in charge of ADA compliance. His email is cquilter@inyocounty.us. His office number in Independence is 760.878.0291. You may reach ADA Coordinator Aaron Holmberg at 760.872.2908 or risk@inyocounty.us.

This document was developed with significant involvement and work by key stakeholders. The County would especially like to thank the following for their support and contributions: the current and former members of the Inyo County Board of Supervisors, the County Administrative Officer, Inyo-Mono Association for the Handicapped, and all current and former members of the ADA Task Force.

Independent of this Inyo ADA Transition Plan (hereafter, “Transition Plan”), it is the policy of the County not to discriminate against qualified individuals with disabilities in regard to the following: recruiting procedures for job candidates; hiring and advancement decisions; terms, conditions, and privileges of employment; compensation; training opportunities; and disciplinary actions, demotions, and/or terminations. The County complies with all federal and state laws concerning

the employment of persons with disabilities and acts in accordance with regulations and guidance issued under the Americans with Disabilities Act (ADA) by the Equal Employment Opportunity Commission (EEOC); and the regulations issued under the California Fair Employment & Housing Act (FEHA) by the California Fair Employment & Housing Council, and FEHA enforcement guidance from the California Department of Fair Employment & Housing.

II. GOALS AND OBJECTIVES

This regularly-updated transition plan described how the County intends to identify and address access and participation barriers to County facilities, services, resources, programs, and activities. The following goals and objectives are consistent with the intent of the ADA.

Overall Goals:

1. Ensure and promote program accessibility.
2. With respect to each building and facility, prioritize physical access solutions that may serve the greatest number of individuals with disabilities.
3. Ensure and promote access to County online programs, activities, and resources for individuals with sensory disabilities, including sight and hearing impairments.
4. With respect to each online or digital resource, prioritize development and access solutions that may serve the greatest number of individuals with disabilities.
5. Be flexible and accommodate emerging needs.
6. Promote Universal Design (equitable use, flexibility in use, simple and intuitive use, perceptible information, tolerance for error, low physical effort, and size/space for approach and use) in all project designs.
7. Strive for uniform level of physical access for the public within each building and facility correlated with capital improvement planning and budgeting, while in the meantime ensuring program accessibility.
8. Coordinate and budget each project with other projects and with the County department that may benefit most.
9. Balance projects to remove architectural barriers with facility acquisition plans, as the quantity and quality of accessible features that can be provided in new facilities are greater than those created by alteration projects.

ADA Task Force Objectives

- A. Support and advise Inyo County Information Services Department regarding provision of ADA-compliant online resources at least annually.
- B. Support and advise departments regarding prioritization of ADA projects in their improvement plans (subject to emerging needs, funding, and new construction opportunities).
- C. Review progress by departments on their project schedules, and update Appendix A (see Section V), as necessary. It is the intent of the Task Force to support and advise, but not supervise or manage, the activities of those departments.
- D. Review the Transition Plan at least annually and report to the Board of Supervisors regarding any recommended Plan revisions (other than Appendix A).

III. SELF-EVALUATION

As a living and regularly updated document, this Transition Plan is marked by continuous improvement. It is subject to regular audit, review and periodic supplementation. Consultants, County staff, and others with specific expertise, as well as knowledgeable stakeholders, have spent considerable time and effort evaluating barriers and access to County programs, services, and activities since the early 1990s. As a public entity, funding and staffing challenges may have delayed some progress and documentation; however, the Board of Supervisors empowers the ADA Task Force to keep the Transition Plan on track and progressing. The ongoing evaluation process and overall strategy follow.

IV. PRIORITIZATION & METHOD OF ABATEMENT

Impacts and limitations of the County's ability to remove barriers in the most expeditious manner include staffing, legislative and regulatory amendments, and competing financial conditions. All other things being equal, solutions that benefit the greatest number of persons shall be expedited ahead of other solutions.

The County intends to comply with the current California Disabled Accessibility Guidebook (CalDAG) as well as the principles of Universal Design while following this sequence for barrier removal and facility replacements (examples provided do not represent a complete listing of the items to be addressed):

1. Public use and program service areas within each location
2. Employee-controlled public use or service areas within each location
3. Employee-only facilities, ancillary facilities, and amenities.

Within these categories, the intended prioritization order is rest rooms, then parking and ramps, then pathways of travel, and then other amenities. Other amenities may include kitchens and play areas.

V. ONGOING ASSESSMENT AND INVENTORY OF BARRIERS

Prioritization, project status, and general funding plans are inventoried and regularly updated for each location in the attached Appendix A. Abatement scheduling takes into account physical and personnel resources, capital planning, grants, private/public investments, and available revenues. The ADA Task Force is authorized and directed to update Appendix A as necessary.

As an example of its barrier-assessment process, the County contracted in 2015 with an independent consulting firm to assist in identifying County facilities and infrastructure with potential barriers to persons with disabilities within the jurisdiction of the County to resolve. The County's ADA Task Force has utilized and built upon that firm's work and other sources in ongoing efforts to review and address County facilities to ensure program accessibility. Over time, many of the issues originally identified have been resolved, and some new ones have been added. Appendix A is a vital part of this Transition Plan.

VI. COMPLAINT & GRIEVANCE PROCESS

Community involvement, from all sectors of the County, is vital to continuous improvement of the County for the public as a whole. This includes business, industry, visitors, and residents. Public comment (including complaints) is welcome in the best interest of serving the greater community. The ADA Coordinator is the point of contact for individuals with disabilities to request auxiliary aids and services, policy modifications, and other reasonable accommodations, or to file a complaint with the County. The ADA Coordinator also works with the Director of Public Works on the ADA Task Force to address structural barrier removal issues. The ADA Grievance procedure is available at: <https://www.inyocounty.us/risk-ADA>.

County of Inyo ADA Coordinator Aaron Holmberg welcomes input regarding ADA issues on behalf of the County ADA Task Force, which meets regularly to identify and discuss ways of addressing any ADA accessibility issues in county facilities. His contact information follows:

- Email: aholmberg@inyocounty.us
- Telephone: 760.872.2908
- Fax: 760.872.4319
- Address: 163 May Street, Bishop, California 93514.

VII. SUMMARY

The County of Inyo strives to be world class, and discrimination will not be tolerated. This living document is an important tool to help and guide the County in reducing barriers to County services, programs, and activities. County of Inyo appreciates feedback, input, suggestions, and comments. Input and involvement is vital to the County's ability to achieve equality of access and to assure compliance with applicable legal and regulatory standards. The County intends to annually review and, if necessary, update this Transition Plan.

VIII. APPENDIX A: INVENTORY OF BARRIERS & SCHEDULE TO ADDRESS

The Transition Plan's inventory of barriers and schedule to address is documented in Appendix A. It contains a brief summary of ADA-related barriers and priorities for abatement reflective of the stated goals and objectives of this Transition Plan. The ADA Task Force reviews Appendix A regularly, as specified above in Section V.

Inyo ADA Transition Plan - Appendix A - updated 20200417.xlsx

Inyo Loc #	Address	Barriers/Obstacles	Barrier/Obstacles intended to address within 12 months	Next barrier/obstacles intended to address within 5 years
1	Courthouse and Annex Buildings (includes library), 168 N Edwards, Independence	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) lack of elevator to access upper floors, (F) certain restroom features not accessible, (G) wayfinding and signage requires updates, (H) historic issues.	F, G, H	A, B, C, D, E
2	Eastern Sierra Regional Airport (BIH), 703 N Airport Dr, Bishop	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible.	A, B, E	C, D
3	Millpond Recreational Area & Park Maintenance Shop, 220 Sawmill Rd, Bishop	(A) ADA parking needs upgrades, (B) certain restroom features are not accessible, (C) play areas are not accessible, (D) some pathways are not accessible.	Planning/Scoping	A, B, C, D
4	Eastern California Museum, 155 N Grant St, Independence	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible, (F) certain exhibits not accessible.	C, Planning/Scoping	A, B, D, E, F
5	Independence Creek CG, 1005 Onion Valley Rd, Independence	(A) Certain restroom features are not accessible, (B) certain features of the pay station are not accessible, (C) lack of ADA parking, (D) some pathways are not accessible.	B, C	A, D
6	Lone Pine Airport, 1452 S MAIN, Lone Pine	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) lack of ADA parking, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible	Planning/Scoping	A, B, C, D, E
7	Taboose Creek CG, 10 Tinnemaha Rd, Big Pine	(A) Lack of ADA parking, (B) some pathways are not accessible, (C) ADA picnic tables needed.	C, E	A, B
8	Animal Control facilities, 1001 County Rd, Big Pine	(A) ADA parking requires updates, (B) certain interior pathways and features not accessible, (C) certain restroom features not accessible.	Staff will assist persons with disabilities as needed.	A, B, C (new building)
12	Concessionaire bathhouses, store, and shop, 400-408 Tecopa Hot Springs Rd, Tecopa	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain restroom features not accessible.	Review responsibility	Planning/Scoping
13	Diaz Lake, 5001 S HWY 395, Lone Pine	(A) Certain restroom features are not accessible, (B) certain features of the pay station are not accessible, (C) lack of ADA parking, (D) some pathways are not accessible, (E) lack of ADA tables.	B, Planning/Scoping	A, C, D
14	HHS offices and group services, 162 GROVE STREET, Bishop	(A) Lack of ADA parking, (B) certain restroom features are not accessible, (C) certain interior pathways and features not accessible, (D) path of travel to entrance not accessible, (E) entrance not accessible, (F) wayfinding and signage require updates.	Vacate by 2/2021	Not applicable
16	Administration Building (includes Board room), 224 N Edwards, Independence	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior features not accessible, (E) certain restroom features not accessible, (F) certain features of the Board of Supervisors meeting room not accessible	E, F	A, B, C, D

Inyo ADA Transition Plan - Appendix A - updated 20200417.xlsx

Inyo Loc #	Address	Barriers/Obstacles	Barrier/Obstacles intended to address within 12 months	Next barrier/obstacles intended to address within 5 years
17	Water Department Building, 135 S JACKSON, Independence	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways not accessible, (E) certain restroom features not accessible	E	A, B, C, D
18	Library, office, and playground, 408 Tecopa Hot Springs Road, Tecopa	(A) Certain paths of travel are not accessible, (B) ADA parking requires updates, (C) certain restroom features not accessible, (D) signage requires updates.	Explore Relocation Options	Planning/Scoping
19	Bishop Library, 210 Academy, Bishop	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible.	A, B, C	D, E
20	Lone Pine Library, 125 BUSH St, Lone Pine	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) lack of ADA parking, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible.	D, E	A, B, C
21	Big Pine Library, 500 S Main, Big Pine	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior features not accessible.	Review responsibility	Planning/Scoping
22	Furnace Creek Library, 201 Nevares, Furnace Creek 92328	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) lack of ADA parking, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible.	Review responsibility	Planning/Scoping
23	Dehy Park, 435 N Edwards, Independence	(A) ADA parking needs upgrades, (B) certain restroom features are not accessible, (C) play areas are not accessible, (D) some pathways are not accessible.	A,B	C, D
24	Independence Park, 609 S EDWARDS, Independence	(A) Certain restroom features are not accessible, (B) some pathways are not accessible.	A	B
25	Izaak Walton Park, 3600 W Line St, Bishop	(A) Play areas are not accessible, (B) certain restroom features are not accessible.	B	A
26	Mendenhall Park, HWY 395, Big Pine	(A) Certain restroom features are not accessible, (B) some pathways are not accessible, (C) lack of ADA parking, (D) play areas are not accessible.	Planning/Scoping	A, B, C, D
27	Spainhower (Lone Pine) Park, 430 N MAIN St, Lone Pine	(A) ADA parking needs upgrades, (B) certain restroom features are not accessible, (C) some pathways are not accessible.	A	B, C
28	Starlite Park, 880 Starlite Drive, Bishop	(A) Play areas are not accessible, (B) lack of ADA parking, (C) some pathways are not accessible.	Planning/Scoping	A, B, C
29	Baker Creek CG, 1010 Baker Creek Rd, Big Pine	(A) Needs additional ADA parking, (B) some pathways are not accessible, (C) certain restroom features are not accessible, (D) ADA picnic tables needed.	Planning/Scoping	A, B, C, D
30	Pleasant Valley CG, 250 Pleasant Valley Dam Rd, Bishop	(A) Certain restroom features are not accessible, (B) ADA picnic tables needed, (C) some pathways are not accessible.	Planning/Scoping	A, B, C
31	Portuguese Joe CG, 101 Tuttle Creek Rd, Lone Pine	(A) Certain restroom features are not accessible, (B) certain features of the pay station are not accessible, (C) some pathways are not accessible, (D) lack of ADA parking.	B	A, C, D
32	Tinnemaha CG, 2060 Tinnemaha Rd, Big Pine	(A) Lack of ADA parking, (B) some pathways are not accessible, (C) ADA picnic tables needed.	Planning/Scoping	A, B, C

Inyo ADA Transition Plan - Appendix A - updated 20200417.xlsx

Inyo Loc #	Address	Barriers/Obstacles	Barrier/Obstacles intended to address within 12 months	Next barrier/obstacles intended to address within 5 years
33	Glacier View CG (concessionaire), 100 Highway 168, Big Pine	(A) Certain restroom features are not accessible, (B) lack of ADA parking, (C) some pathways are not accessible.	Review responsibility	Planning/Scoping
34	Laws Railroad Museum, 202 Silver Canyon Road, Bishop	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible, (F) historic issues.	Planning/Scoping	A, B, C, D, E, F
35	Legion Hall, 201 S Edwards, Independence	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) lack of elevator to access upper floors, (F) certain restroom features not accessible	D	A, B, C, E, F
37	Big Pine Senior Center, 180 DEWEY, Big Pine	(A) ADA parking requires updates, (B) certain interior pathways and features not accessible, (C) certain restroom features not accessible, (D) certain exterior paths of travel not accessible, (E) entrances not accessible	D, E	A, B, C
38	Wellness Center, 586 Central Avenue, Bishop	(A) Certain interior pathways and features not accessible	Planning/Scoping	A
39	Wellness Center, 310 Jackson St, Lone Pine	(A) ADA parking requires updates, (B) certain interior pathways and features not accessible, (C) certain restroom features not accessible	C	A, B
40	Bishop Senior Center, 682 Spruce St, Bishop	(A) ADA parking requires updates, (B) certain restroom features are not accessible, (C) certain interior pathways and features not accessible, (D) wayfinding and signage require updates	B, D	A, C
46	Bishop Landfill, 110 Sunland Reservation Rd, Bishop	(A) Wayfinding and signage require updates, (B) path of travel to entrance not accessible, (C) entrance not accessible, (D) certain interior pathways and features not accessible	Staff will assist persons with disabilities as needed.	Not applicable
47	Independence Landfill, 500 Dump Road, Independence	(A) Wayfinding and signage require updates, (B) path of travel to entrance not accessible, (C) entrance not accessible, (D) certain interior pathways and features not accessible	Staff will assist persons with disabilities as needed.	Not applicable
48	Lone Pine Landfill, 450 Substation Rd, Lone Pine	(A) Wayfinding and signage require updates, (B) path of travel to entrance not accessible, (C) entrance not accessible, (D) certain interior pathways and features not accessible	Staff will assist persons with disabilities as needed.	Not applicable
49	Big Pine Transfer Station, 150 Big Pine Dump Road, Big Pine	(A) Wayfinding and signage require updates, (B) path of travel to entrance not accessible, (C) entrance not accessible, (D) certain interior pathways and features not accessible	Staff will assist persons with disabilities as needed.	Not applicable
52	County Services Building, 207 W SOUTH St, Bishop	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible	Vacate by 2/2021	Not applicable
55	Social Services Office, 380 N MOUNT WHITNEY, Lone Pine	(A) ADA parking requires updates, (B) certain interior pathways and features not accessible, (C) wayfinding and signage require update	Vacate by 2/2021	Not applicable
56	Bishop City Hall: SO substation (301 W Line St) and PW B&S office (377 W Line St), Bishop	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) certain interior pathways and features not accessible	Vacate by 2/2021	Not applicable

Inyo ADA Transition Plan - Appendix A - updated 20200417.xlsx

Inyo Loc #	Address	Barriers/Obstacles	Barrier/Obstacles intended to address within 12 months	Next barrier/obstacles intended to address within 5 years
57	Health Fiscal Services, 155 E Market, Independence	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways not accessible, (E) conference room not accessible, (F) certain restroom features not accessible	C, F	A, B, D, E
58	Statham Hall, 138 (NOT 183) Jackson St, Lone Pine	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) lack of ADA parking, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible	A, B, C	D, E
59	WIC & First Five Services Bldg., 568 WEST LINE, Bishop	(A) Certain interior pathways and features not accessible, (B) path of travel to entrance not accessible, (C) entrance not accessible, (D) ADA parking requires updates	Vacate by 2/2021	Not applicable
60	Administration Building, 163 MAY STREET, Bishop	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible, (F) conference room not accessible	Vacate by 2/2021	Not applicable
62	County Jail and Offices, 550 S CLAY St, Independence	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible.	C, E	A, B, D
63	Progress House, 536 N SECOND St, Bishop	(A) Certain interior pathways and features not accessible, (B) path of travel to entrance not accessible, (C) entrance not accessible, (D) ADA parking requires updates	Planning/Scoping	A, B, C, D
64	Juvenile Hall, 201 MAZOURKA CANYON ROAD, Independence	(A) Path of travel to entrance not accessible, (B) ADA parking requires updates, (C) certain interior pathways and features not accessible, (D) certain restroom features not accessible, (E) wayfinding and signage require updates	D, E	A, B, C
66	Probation and HHS offices, 912-922 N MAIN St, Bishop	(A) ADA parking requires updates, (B) certain interior pathways and features not accessible, (C) certain restroom features not accessible, (D) path of travel to entrance not accessible, (E) entrance not accessible, (F) wayfinding and signage require updates	Vacate by 2/2021	Not applicable
71	Lone Pine Substation, 726 N MAIN St, Lone Pine	(A) ADA parking requires updates, (B) wayfinding and signage require updates, (C) certain interior pathways and features not accessible	A, B	C
73	Child Support Services and DA Offices, 162 E Line St, Ste B/C/D, Bishop	(A) Certain interior pathways and features not accessible, (B) certain restroom features not accessible	Vacate by 2/ 2021	Not applicable
74	Community Building, 405 Tecopa Hot Springs Road, Tecopa	(A) Path of travel to entrance and entrance not accessible, (B) ADA parking requires upgrades, (C) lack of ADA restroom, (D) certain interior features not accessible	Planning/Scoping	A, B, C, D



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 21, 2020

FROM: Greg Waters

SUBJECT: Resolution Approving RMRA (SB-1) Funded Projects for Fiscal Year 2020-2021

RECOMMENDED ACTION:

Request Board:

- A) approve proposed Resolution No. 2020-17, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Identifying Projects to be Funded by Road Maintenance and Rehabilitation Funds Pursuant to SB 1: The Road Repair and Accountability Act," and authorize the Chairperson to sign;
- B) approve the recommended project lists attached to satisfy the documentation requirements to receive SB1, Road Repair and Accountability Act of 2017 funding from the Road Maintenance and Rehabilitation Account (RMRA); and
- C) authorize the Public Works department to apply for and submit all required documentation to receive the Inyo County allotment of SB 1, Road Repair and Accountability Act of 2017 funding and authorize the Public Works department head, or his designee, to sign for the RMRA funding and all associated supporting documents.

SUMMARY/JUSTIFICATION:

On April 28, 2017, the Governor signed Senate Bill (SB) 1, to address basic road maintenance, rehabilitation and critical safety needs on both the State highway and local streets and roads. An overview and details of the Senate Bill were outlined at the Board meeting of May 9, 2017. To recap, SB 1, or The Road Repair and Accountability Act of 2017, will increase the per gallon fuel excise taxes; increase the diesel fuel sales tax; increase vehicle registration fees; and provides inflationary adjustments to tax rates in future years. The collected revenue is to be placed in the State Road Maintenance and Rehabilitation Account (RMRA) for allocation.

State law requires counties and cities to establish eligibility for SB 1 Road Maintenance and Rehabilitation Account (RMRA) funding on an annual basis by submitting a list of proposed projects to the California Transportation Commission (CTC). Project lists do not have to be adopted within a county or city budget for FY 2018-2019 and into the future, but project lists do have to be adopted by resolution at a regular public meeting. Projects that are proposed do not need to be completed in that fiscal year, and can be amended or continued in subsequent project proposals.

Public Works is bringing a resolution and project lists for the 2020-21 SB1 funding cycle as required in the SB1, Road Repair and Accountability Act of 2017 legislation to be eligible for Road Maintenance and Rehabilitation Account (RMRA) funding.

The requested projects in this SB1 funding cycle will include a continuation of any previously approved projects,

including but not limited to:

Project #5 - South Lake Road – Potential Funding for Grant Match

Project #7 – Jay Street (1st Street)

Project #9 – Cactus Flat Repaving

Project #10 – North Round Valley Bridge, Design & Reconstruction

Listed below are the proposed new projects:

Project #13 – Crack fill, patching, restriping, overlay, guardrails, and culverts, as required

Project #14 – Warm Springs Road, grader overlay, 2.3 miles

Project #15 – Death Valley Road, chip seal, 4 miles

Project #16 – Trona Wildrose Road, chip seal, 4 miles

Project #17 – Panamint Valley Road, paver overlay, 14 miles

Project #18 – Old Spanish Trail Road, cold mix overlays, various locations

Project #19 – Grandview, Mesquite, and Meadow Lane, apply fiber seal coat

Project #20 – Meadow Creek I & II, Lazy A Sidewalk Improvement

Project #21 – Lasky Lane Drainage Remediation

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve the resolution and project lists; however, this is not recommended as the County would not be entitled to the SB1 funding. The addition of this funding will allow for continuing improvements to the County's road infrastructure and provide safer roads for the traveling public.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The attached Resolution is submitted for Board approval of proposed RMRA (SB-1) funded projects for the Fiscal Year 2020-2021.

ATTACHMENTS:

1. Resolution No. 2020-17 (RMRA)

APPROVALS:

Greg Waters
Darcy Ellis
Greg Waters

Created/Initiated - 3/9/2020
Approved - 3/10/2020
Approved - 3/12/2020

Chris Cash
Breanne Nelums
Marshall Rudolph
Amy Shepherd
Michael Errante

Approved - 3/12/2020
Approved - 3/15/2020
Approved - 3/16/2020
Approved - 3/16/2020
Final Approval - 3/16/2020

RESOLUTION NO. _____

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020-21 FUNDED BY
RMRA (SB-1): THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Inyo County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the County of Inyo must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the County of Inyo, will receive an estimated \$3,107,492 in RMRA (SB 1) funding in Fiscal Year 2020-21 from SB 1; and

WHEREAS, this is the third year in which the County of Inyo is receiving SB 1 funding and will enable the County of Inyo to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the funding from SB 1 will help the County of Inyo maintain and rehabilitate numerous streets and roads with several treatments such as rubberized crack filling, patching, and overlays, North Round Valley bridge reconstruction, add active transportation infrastructure throughout the Inyo County this year; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that County streets and roads are in an at risk condition and this revenue will help us increase the overall quality of our road system, preserve existing infrastructure, thus allowing the strategic improvement of poor roads and sidewalks; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will provide the ability to catch up on delayed and postponed repairs that will benefit the residents of the County of Inyo, as well as the traveling public that comes to, and through, the Owens Valley.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Inyo, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with fiscal year 2020-2021 Road Maintenance and Rehabilitation Account revenues:

Project #13 – Crack fill, patching, restriping, overlay, guardrails, and culverts, as required

Project #14 – Warm Springs Road, grader overlay, 2.3 miles

Project #15 – Death Valley Road, chip seal, 4 miles

Project #16 – Trona Wildrose Road, chip seal, 4 miles

Project #17 – Panamint Valley Road, paver overlay, 14 miles

Project #18 – Old Spanish Trail Road, cold mix overlays, various locations

Project #19 – Grandview, Mesquite, and Meadow Lane, apply fiber seal coat

Project #20 – Meadow Creek I & II, Lazy A Sidewalk Improvement

Project #21 – Lasky Lane Drainage Remediation

[See Attachments]

3. The following previously proposed and adopted projects may utilize fiscal year 2020-21 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City/County is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues as needed:

Project #5 - South Lake Road – Potential Funding for Grant Match

Project #7 – Jay Street (1st Street)

Project #9 – Cactus Flat Repaving

Project #10 – North Round Valley Bridge, Design & Reconstruction

[See Attachments]

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California this _____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rick Pucci, Chairperson

Inyo County Board of Supervisors

ATTEST:

Clint Quilter

Clerk of the Board

By: _____
Darcy Ellis, Assistant

Road Repair and Accountability Act FY 2020/2021 SB 1 Projects

Project #13

Crack Fill, Patching, Restriping, Overlay, Guardrails, and Culvert – As Required

TR#18-002

Description:

Application of rubberized crack fill and pot-hole patching to seal asphalt pavement to prevent water intrusion to the subgrade, protecting the subgrade from erosion and causing pavement failure. Overlay for some roads that are in an advanced state of deterioration, restriping, and guardrail and culvert repairs and/or replacement as necessary.

Location/s:

County-wide, the Inyo County Road Route system, where several roads are grouped in areas, or 'zones' will be used for identification of the residential streets, outlying roads, and individual roads receiving the crack fill, patching, restriping, overlay, guardrail, and culverts.

Estimated useful life:

2-5 years for the crack-fill, pot-hole patching, 1-2 years for striping, 10 years for overlay, and 20+ years for guardrail and culvert repairs.

Anticipated construction date:

Summer/Fall 2020

Costs for this project are estimated to be:

\$1,000,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2020/2021 SB 1 Projects

Project #14

Warm Springs Road – Grader Overlay

TR#18-002

Description:

The Warm Springs Road Grader Overlay involves that application of includes the prepping, tack coating, and application of a 2" +/- layer of Cold Mix Asphalt (CMA) to 2.3 miles of existing roadway 24' wide. Also included in this scope-of-work is any necessary shoulder backing and ditch clearing/shaping, as well as striping/asphalt markings.

Location/s:

The location is from US 395 to Eastside

Estimated useful life:

The estimated useful life is 10-15 years for the CMA overlay and 1-2 years for the striping and pavement markings.

Anticipated construction date:

Summer/Fall 2020

Costs for this project are estimated to be:

\$900,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2020/2021 SB 1 Projects

Project #15

Death Valley Road – Chip Seal

TR#18-002

Description:

The Death Valley Road Chip Seal project includes the chip sealing to 4 miles of existing roadway 24' wide. Also included in this scope-of-work is the striping/asphalt markings for areas overlaid by the chip seal.

Location/s:

The location is the road segment from 11.2 miles and 15.2 miles east of US395 on Hwy 168 out of Big Pine.

Estimated useful life:

The estimated useful life for the chip seal is 5 years and 1-2 years for the striping and pavement markings.

Anticipated construction date:

Summer/Fall 2020

Costs for this project are estimated to be:

\$700,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2020/2021 SB 1 Projects

Project #16

Trona Wildrose Road – Chip Seal

TR#18-002

Description:

The Trona Wildrose Road Chip Seal project includes the chip sealing of 2) 2 mile long segments of existing roadway 22' wide. Also included in this scope-of-work is the striping/asphalt markings for areas overlaid by the chip seal.

Location/s:

The location of the two road segments are north of the County Line on the South end

Estimated useful life:

The estimated useful life for the chip seal is 5 years and 1-2 years for the striping and pavement markings.

Anticipated construction date:

Summer/Fall 2020

Costs for this project are estimated to be:

\$650,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2020/2021 SB 1 Projects

Project #17

Panamint Valley Road – Paver Overlay

TR#18-002

Description:

The Panamint Valley Road project involves performing a paver overlay of intermittent segments of the 14 mile long section of existing roadway 22' wide. Also included in this scope-of-work is the striping/asphalt markings for areas affected by the asphalt overlay.

Location/s:

The location of the Panamint Valley Road is between Highway 190 and Trona Wildrose Road

Estimated useful life:

The estimated useful life for the chip seal is 5 -10 years and 1-2 years for the striping and pavement markings.

Anticipated construction date:

Summer/Fall 2020

Costs for this project are estimated to be:

\$500,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2020/2021 SB 1 Projects

Project #18

Old Spanish Trail Road – Grader Overlay

TR#18-002

Description:

The Old Spanish Trail Road project involves performing a grader overlay of intermittent segments of the existing roadway 22' wide. Also included in this scope-of-work is the striping/asphalt markings for areas affected by the asphalt overlay.

Location/s:

The location of the Old Spanish Trail Road is between Highway 127 and the Nevada Border

Estimated useful life:

The estimated useful life for the grader overlay is 10-15 years and 1-2 years for the striping and pavement markings.

Anticipated construction date:

Summer/Fall 2020

Costs for this project are estimated to be:

\$250,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2020/2021 SB 1 Projects

Project #19

Grandview, Mesquite, and Meadow Lane Fiber Seal Project

TR#18-002

Description:

The Grandview, Mesquite, and Meadow Lane Project involves applying a fiber seal coat to approximately 1 mile of residential roadway 36' wide. Also included in this scope-of-work is the striping/asphalt markings for areas affected by the asphalt overlay.

Location/s:

The location of the Grandview, Mesquite, and Meadow Lane fiber seal coating project is in the residential area off West Line Street (CA 168 West) behind Manor Market.

Estimated useful life:

The estimated useful life for the fiber seal coating is 3-5 years and 1-2 years for the striping and pavement markings.

Anticipated construction date:

Summer/Fall 2020

Costs for this project are estimated to be:

\$150,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2020/2021 SB 1 Projects

Project #20

Meadow Creek I/II & Lazy A Sidewalk Improvement Project

TR#18-002

Description:

The Meadow Creek I/II & Lazy A Sidewalk Improvement Project involves the identification, removal, and replacement of damaged or displaced areas of concrete sidewalk as well as sections of curb & gutter. Tree removal, root pruning, installation of root barrier, and asphalt patching will also be required.

Location/s:

The location of the Grandview, Mesquite, and Meadow Lane fiber seal coating project is in the residential area off West Line Street (CA 168 West) behind Manor Market.

Estimated useful life:

The estimated useful life for the sidewalk and curb & gutter replacement will be approximately 20+ years.

Anticipated construction date:

Summer/Fall 2020

Costs for this project are estimated to be:

\$150,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2020/2021 SB 1 Projects

Project #21

Lasky Lane Drainage Remediation Project

TR#18-002

Description:

The Lasky Lane Drainage Remediation Project involves the application of cold mix overlay to low areas of the existing Lasky Lane roadway to reconfigure drainage patterns to appropriate surface drainage transport mechanisms.

Location/s:

The location of the Lasky Lane Drainage Remediation area is the section of Lasky Lane just north and west of Lone Pine.

Estimated useful life:

The estimated useful life for the Lasky Lane Drainage Remediation work will be approximately 30+ years.

Anticipated construction date:

Summer/Fall 2020

Costs for this project are estimated to be:

\$20,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2019/2020 SB 1 Projects

Project # 5,

South Lake Road - Potential Bridge Funding for Grant Match

TR#

Description:

On South Lake Road, the project will pulverize and reclaim the existing pavement and portion of the existing subgrade for use as a new base course and overlay with a new asphalt concrete pavement section on 6.9 miles of South Lake Road, as well as minor widening along the first 2.1 miles. The project includes grading, pulverize existing pavement, minor drainage structures, major drainage structures, slope stabilization, rock scaling, placement of crushed aggregate base and asphalt pavement, signing, striping, and other safety-related features necessary to meet current design practice.

In December 2014, Inyo County submitted a Federal Lands Access Program grant application for the South Lake Road project. The competitive grant application proposed a 12% match. The Federal Highway Administration implements the project. The environmental and design components of the project have been completed. This project will leverage about \$10 million in federal funding. The County proposed to fund the match for the project through the 2018 State Transportation Improvement Program (STIP). The California Transportation Commission programmed the project, but moved it back two years because of over-programming in the early years of the STIP. The County will attempt to still deliver the project on time through the STIP. If those funds are not available in a timely fashion, the County will use SB 1 funds to deliver the project.

Location:

South Lake Road (#2022) between US 168 and the South Lake trailhead parking area, approximately 12 miles Southwest of Bishop, California.

Estimated useful life:

20 Years.

Anticipated construction date:

04/01/2019-10/31/2019

Costs for this project are estimated to be:

Construction Match

\$1,369,000

Road Repair and Accountability Act FY 2019/2020 SB 1 Projects

Project #7

First St. / West Jay Street improvement project

TR#

Description:

This will be a County contribution for improvements that the City of Bishop will be performing to a County Road. At Inyo County's request, the City of Bishop will include new subbase, asphalt, curb and gutter in a City utility capital improvement project that encroaches on County right of way, this will maximize efficiencies and contract cost savings by having needed repair and maintenance completed under one contract.

With Board of Supervisors approval, it is anticipated that First Street will be renamed West Jay Street to match the existing East Jay Street (a City of Bishop street) that is directly East of this project, this renaming would also prevent confusion with an existing 1st Street in the City of Bishop system, as well as another First Street, an Inyo County Road, within 10 miles.

Location/s:

First Street (West Jay Street) is located south of the City of Bishop, West of US395 (Main St.) and shares the City of Bishop/Inyo County Boundary.

Estimated useful life:

20 years

Anticipated construction date:

Summer/Fall 2019

Costs for this project are estimated to be:

Inyo County contribution	\$235,000
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Road Repair and Accountability Act FY 2019/2020 SB 1 Projects

Project #9

Cactus Flat Road Repair

TR#

Description;

This project will consist of an asphalt overlay of 1500' x 20' of damaged pavement on Cactus Flat Road #5024. The Department of Water and Power, City of Los Angeles (DWP), will be doing a realignment of Cactus Flat Road, a County Road, to allow DWP to perform infrastructure upgrades. Upon completion of the realignment, the County will perform an asphalt overlay on a 1500' section of Cactus Flat East of the DWP project boundary.

Location/s;

Cactus Flat Road is located in Inyo County, just south of Olancho. The section that will be repaired is approximately 5 miles west of the intersection of Cactus Flat Road and US395, 5 miles south of Olancho.

Estimated useful life;

20 years

Anticipated construction date;

Spring 2020

Costs for this project are estimated to be;

Inyo Engineers estimate \$80,000

Road Repair and Accountability Act FY 2019/2020 SB 1 Projects

Project #10

North Round Valley Bridge Replacement, Birchim Lane improvement;
State matching funds requirement

TR#

Description;

In 2017, a storm system destroyed a County bridge located in North Round Valley Road #1003, a County Road. This bridge was on the primary access route for the community of 40 Acres, located at the North end of the paved section of North Round Valley Road, approximately one mile north of the bridge. This bridge replacement qualified for State of California OES disaster funds at 75% reimbursement of project costs, incident #2017-11; 3602 (attached). Also included in this incident is the repair and stabilization of Birchim Lane #1006, a County Road. Birchim Lane is a secondary primitive road that allows access to the effected community, and has now become the primary access to the community of 40 Acres. Birchim Lane has also qualified under the OES Disaster incident and is eligible for the 75% reimbursement of project cost from the State of California. Environmental and bridge design are currently underway for the North Round Valley Bridge, as well as design and repair of Birchim Lane. The Office of Emergency Services has approved the Engineers estimate of \$3,400,000 for the North Round Valley Bridge Replacement, as well as \$600,000 for the Birchim Lane repair and stabilization. It is anticipated that the State of California OES will fund \$3,000,000; Inyo County will provide the 25% contribution of \$1,000,000 with SB1 funds. Due to the anticipated two to three year construction schedule, it is anticipated that the County contribution will be divided over the FY2019-20 and FY2020-21 SB1 funding cycles, at \$500,000 each cycle.

Location/s;

North Round Valley Road, with the damaged bridge, and Birchim Lane, that intersects North Round Valley Road, is located in Inyo County, 15 miles North West of Bishop.

Estimated useful life;



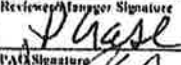
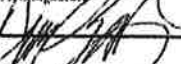
30 – 50 years for North Round Valley bridge reconstruction, 10 – 15 years for Birchim Lane repair and stabilization

Anticipated construction date;

Spring 2020

Costs for this project are estimated to be;

25% County contribution requirement; \$1,000,000, (Anticipate dividing between FY2019-20/FY2020-21 SB1 cycles)

Page 1 of 33 Pages																													
STATE OF CALIFORNIA  GOVERNOR'S OFFICE OF EMERGENCY SERVICES California Disaster Assistance Act Damage Survey Report (DSR) 3602	STATE DISASTER NUMBER: <u>2017-11</u> FEDERAL DISASTER #: <u>N/A</u> STATE APPLICANT ID NUMBER: <u>027-00000</u> FEDERAL PA ID #: <u>NA</u> STATE INCIDENT PERIOD: <u>03/01/17</u> to <u>07/30/17</u> TYPE OF DISASTER: <input type="checkbox"/> Governor's Proclamation or <input checked="" type="checkbox"/> Director's Concurrence <input type="checkbox"/> Earthquake or <input type="checkbox"/> Flood/Winter Storm or <input type="checkbox"/> Fire <input checked="" type="checkbox"/> Other (Please Specify Type): <u>Snow Melt</u> TYPE OF CDAAS DSR: <input type="checkbox"/> Emergency Work or <input checked="" type="checkbox"/> Permanent Work CATEGORY: <u>C</u> ROAD SYSTEMS AND BRIDGES SUPPLEMENT TO CDAAS DSR #:																												
	SUBGRANTEE NAME: <u>Inyo County</u>																												
	FACILITY/SITE ADDRESS OR DIRECTIONS (Include City, County of Site): <u>North Round Valley Road-Pine Creek Bridge, Round Valley CA, Inyo County</u>																												
	COUNTY: <u>Inyo</u>																												
DESCRIBE DISASTER RELATED DAMAGE TO THE FACILITY/SITE: <p>Excessive amounts of snow caused by the January-February 2017 Storms Disaster and a rain event in the mountains, produced extraordinary high flows in Pine Creek resulting in severe erosion to the south bank and bridge failure. Pine Creek flows scoured away approximately 50 feet of embankment and roadway south of the southern bridge abutment. Scouring beneath the footing of the southern abutment compromised the integrity of the bridge structure resulting in settling of the southern abutment and pulling the bridge deck away from the north abutment.</p>																													
SCOPE OF WORK: <p>Work to Be Completed: Permanent restoration will include removing damaged bridge structure and debris from the Pine Creek channel. Constructing a new 75' by 35' Reinforced Concrete Box Girder Bridge with abutments, constructing approach slabs, roadwork and guard railing, installing and placing rip rap for slope and scour protection. Traffic has been detoured to Birchim Lane as an alternate route until the bridge can be constructed (duration of 2-4 years). Birchim Lane will require work/maintenance to safely address the increased volume of traffic for this duration. Preliminary Engineering and Construction Engineering will include bridge design, surveying, geotechnical studies, hydraulic studies, environmental and archaeological clearances, material testing, coordination with various regulatory agencies, construction management and project documentation.</p>																													
<table border="1"> <tr> <td>Is this Facility Eligible for Federal Funds?</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</td> <td>Federal DSR/PW Number:</td> <td><u>N/A</u></td> </tr> <tr> <td>Federal Programs</td> <td><input type="checkbox"/> FEMA <input type="checkbox"/> DERS <input type="checkbox"/> NMA <input type="checkbox"/> SACE <input type="checkbox"/> OTHER</td> <td>Federal DSR/PW \$ Amount:</td> <td><u>N/A</u></td> </tr> <tr> <td>Is this an Historic Structure?</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</td> <td>On National Register?</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</td> </tr> <tr> <td>Significant Effect on Environment?</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</td> <td>Is Project Cut-X or Stop-X?</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</td> </tr> <tr> <td>Is there Insurance for Damages?</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</td> <td>Insurance Recovery \$ 0</td> <td>Ins. Deductible \$ 0</td> </tr> <tr> <td>Work done by Force Account Labor?</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</td> <td>Percentage of Work Completed at Inspection:</td> <td><u>10%</u></td> </tr> <tr> <td colspan="2">Total Eligible Labor, Equipment, Materials and Contract costs from Cost Worksheet</td> <td>TOTAL COSTS:</td> <td><u>\$2,730,670.00</u></td> </tr> </table>		Is this Facility Eligible for Federal Funds?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Federal DSR/PW Number:	<u>N/A</u>	Federal Programs	<input type="checkbox"/> FEMA <input type="checkbox"/> DERS <input type="checkbox"/> NMA <input type="checkbox"/> SACE <input type="checkbox"/> OTHER	Federal DSR/PW \$ Amount:	<u>N/A</u>	Is this an Historic Structure?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	On National Register?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Significant Effect on Environment?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Is Project Cut-X or Stop-X?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Is there Insurance for Damages?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Insurance Recovery \$ 0	Ins. Deductible \$ 0	Work done by Force Account Labor?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Percentage of Work Completed at Inspection:	<u>10%</u>	Total Eligible Labor, Equipment, Materials and Contract costs from Cost Worksheet		TOTAL COSTS:	<u>\$2,730,670.00</u>
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OES Applicant Services Rep. Name <u>Marcin Burchiel</u>	OES ASR Signature 	Date of Site Inspection: <u>1/25/2018</u>	Date of DSR Submission to AC: <u>1/25/2018</u>																										
Name of Local Representative <u>Kelley Williams</u>	Representative's Signature <u>Kelley Williams</u>	Concur with Scope of Work? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Contact Telephone Number: <u>(780) 878-0292</u>																										
Name of Reviewer/Manager <u>Peter Crase</u>	Reviewer/Manager Signature 	Date Reviewed: <u>01/28/18</u>	Recommend Eligible? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																										
Public Assistance Officer <u>David Gillings</u>	PAO Signature 	See Attachment explaining changes or denial	Approved? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Amount \$: <u>2,730,670.00</u>																										



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 21, 2020

FROM: Michael Errante

SUBJECT: Contract with DuBois & King for professional consulting services at the Bishop Airport

RECOMMENDED ACTION:

Request Board: A) declare DuBois and King Inc. of Randolph, VT a sole-source provider of on-call professional consulting, planning and engineering services; B) ratify and approve the agreement between the County of Inyo and DuBois and King Inc. of Randolph, VT for the provision of professional consulting, planning, and engineering services in an amount not to exceed \$100,000 for the period of April 1, 2020 through April 31, 2021, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

There are many changes underway at the Bishop Airport as the County pursues an Operating Certificate under Part 139 of the Federal Register to allow for commercial flights. The contract with DuBois and King will provide guidance and assistance to Public Works to develop the necessary operational programs, training documents and agreements/leases.

This is an on-call contract with a not-to-exceed amount of \$100,000 for the term of April 1, 2020 - March 31, 2021, with two options to extend if desired by the County.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to award this contract.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The costs associated with this contract will be paid from CAO-ACO (Budget 010201), Professional Services (Object Code 5265). The contract has a not to exceed amount of \$100,000 for the first year, most costs will be incurred in Fiscal Year 2020/2021 and are contingent upon approval of the budget for that year.

ATTACHMENTS:

1. Dubois & King Contract

APPROVALS:

Ashley Helms	Created/Initiated - 3/31/2020
Darcy Ellis	Approved - 4/1/2020
Ashley Helms	Approved - 4/14/2020
Michael Errante	Approved - 4/14/2020
Denelle Carrington	Approved - 4/16/2020
Marshall Rudolph	Approved - 4/16/2020
Amy Shepherd	Approved - 4/16/2020
Clint Quilter	Final Approval - 4/16/2020

**AGREEMENT BETWEEN COUNTY OF INYO
AND DUBOIS & KING INC.
FOR THE PROVISION OF AIRPORT CAPITAL IMPROVEMENT PLAN SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Airport Capital Plan Improvement services of DuBois & King, 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 Inyo County Public Works Director. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from April 1, 2020 to March 31, 2021 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 April 1, 2021 through March 31, 2022
- B. From April 1, 2022 through March 31, 2023

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 Inyo County 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 \$ 100,000 (initial term) \$ 100,000 (option 1) and \$ 100,000 (option 2) for a total of \$ 300,000 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.

The County shall not reuse or make any modification to the Instruments of Service without the prior written authorization of the Consultant. The County agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors and employees against any damages, liabilities or costs, including reasonable attorney's fees and defense costs arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Instruments of Service by the County or any person or entity that acquires or obtains the Instruments of Service from the 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.

In the case of losses covered by any policy of insurance other than Design Professional/Consultant's professional liability policy, Design Professional/Consultant agrees to indemnify, including the cost to defend, the County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability to the extent caused by the negligence, recklessness, or willful misconduct of Design Professional/Consultant and its employees or agents in the performance of 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; and does not apply to any passive negligence of the County unless caused at least in part by the Design Professional/Consultant.

In the case of losses covered by Design Professional/Consultant's professional liability policy, Design Professional/Consultant agrees to indemnify the County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability to the extent caused by the negligence, recklessness, or willful misconduct of Design Professional/Consultant and its employees or agents in the performance of 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; and does not apply to any passive negligence of the County unless caused at least in part by the Design Professional/Consultant.

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).

If the funding is canceled, reduced or modified, the Consultant will be compensated for its time and expenses up to the cancellation, reduction, or modification of funding date

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:

Inyo County Public Works Department
168 N. Edwards StreetAddress
Independence, CA 93526 City and State

Consultant:

DuBois & King, Inc. Name
28 North Main Street Address

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 DuBois & King, Inc.

FOR THE PROVISION OF Professional consulting, planning and engineering 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

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND DuBois & King, Inc.

FOR THE PROVISION OF Professional consulting, planning and engineering SERVICES

TERM:

FROM: April 1, 2020

TO: March 31, 2021

SCOPE OF WORK:

The professional services covered in this contract will include but not be limited to the following:

Task 1: Airport Capital Improvement Plan (ACIP). D&K will review the existing ACIP, work with the County in updating the ACIP and collaborate with the Federal Aviation Administration (FAA) on updates.

Task 2: Finalize Airport Certification Manual (ACM). D&K will obtain the draft ACM in its current form, draft necessary changes to the ACM, collaborate with the County and the FAA on updates, solicit feedback from the FAA, and finalize the ACM to an acceptable level with the FAA.

Task 3: United Airlines Lease and Operating Agreement (LOA). D&K will set and hold meetings with United Airlines and Inyo County to fully understand the scope of an LOA between both parties. D&K will draft an LOA, collaborate with the County and United Airlines on updates, solicit feedback from both parties, and finalize an LOA acceptable to both parties.

Task 4: Vegetation Control Plan and Obstruction Removal. D&K will develop a vegetation control plan for the County that will enable the County to make strategic long-term vegetation removal. D&K will collaborate with the Airport manager on the contents of the plan. D&K will also utilize obstruction data, collected through a visual inspection conducted during our February 2020 site visit, and work directly with the Airport manager to remove the obstructions. Lastly, prior to Part 139 Certification and the commencement of scheduled air service, the Airport must remove vegetative obstructions in the runway safety area. The vegetation control plan will recommend the phasing of vegetation removal and will work directly with the Airport Manager to remove said vegetation.

Task 5: Airline Ground Support Equipment Coordination. D&K will work directly with United Ground Express (UGE) to develop logistical plans for airline ground support equipment. The plan will identify type, quantity, where said equipment will be stored on the airport, and equipment fueling requirements. D&K will formulate the plan for airline ground support equipment logistics plan, solicit feedback from UGE and the Airport Manager.

Task 6: Aviation Fuel Vendor Coordination. D&K will work directly with the current airport fuel vendor and Airport Manager to establish the best fuel rate for the airport, maintenance of the fuel farm and other ancillary services available from the fuel vendor for the airport. D&K will report its findings and recommendations to the airport.

Task 7: Airport Operations Staff Training. D&K develop a Part 139 training program, as needed, aimed at developing airport staff and airport management in the operation of a Part 139 airport. D&K recognizes that Bishop has never been a Part 139 airport and the training program will enable Bishop to resource D&K staff and their years of experience operating Part 139 airports.

Task 8: Airport Maintenance Work Order System. D&K will develop an automated, web-based airport maintenance work order system for the Airport to use to track and resolve airport maintenance.

Task 9: Airport Lease Review. D&K will review each aeronautical and non-aeronautical lease for compliance with FAA Compliance Order 5190.6b standards. D&K will compile and incorporate our findings and recommendations into the Airport Property Management Plan in Task 10.

Task 10: Airport Property Management Plan. D&K will develop an airport property management plan that will include a summary of the lease review conducted in Task 9, Airport Property Layout Diagram, Standard Lease Template, General Conditions, Airport Rules and Regulations, Minimum Standards for Commercial Aeronautical Activity and a Bishop Airport Lease Rate Schedule.

Task 11: All other duties assigned by Inyo County. D&K and Inyo County will identify and, in writing, assign other duties as needed.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND DuBois & King, Inc.

FOR THE PROVISION OF Professional consulting, planning and engineering SERVICES

TERM:

FROM: April 1, 2020 **TO:** March 31, 2021

SCHEDULE OF FEES:

SCHEDULE OF FEES AND CONTRACT CONDITIONS

Hourly Rate

Senior Principals	\$175.00
Principals/Directors II	\$160.00
Principals/Directors I	\$150.00
Senior Project Managers	\$140.00
Project Managers.	\$125.00
Project Managers/Senior Engineers	\$115.00
Environmental Scientists/Field Naturalist	\$ 98.00
Project Engineers II	\$ 95.00
Project Engineers I	\$ 90.00
Construction Inspector	\$ 95.00
Landscape Architects/Designers	\$ 95.00
Staff Engineer/Senior Designers	\$ 80.00
Designers/Technicians II	\$ 72.00
Designers/Technicians I	\$ 68.00
Registered Land Surveyors	\$ 98.00
Two-Person Survey Crew	\$120.00
Two-Person Survey Crew with Licensed Surveyor	\$130.00
Three-Person Survey Crew	\$150.00
Three-Person Survey Crew with Licensed Surveyor	\$170.00
Administrative Support	\$ 62.00

Notes:

1. Expert Witness Assistance will be quoted separately.
2. DuBois & King, Inc., reserves the right to periodically modify the hourly billing rates detailed above at the sole discretion of DuBois & King, Inc., with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.
3. Overtime labor provided by non-exempt personnel will be invoiced at one and one-half (1 & 1/2) times the appropriate hourly rate as detailed above.

HR6(01.08)

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND DuBois & King, Inc.

FOR THE PROVISION OF Professional consulting, planning and engineering SERVICES

TERM:

FROM: April 1, 2020 **TO:** March 31, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

REIMBURSABLE EXPENSES and OTHER DIRECT COSTS including, but not limited to, the following items will be invoiced at cost plus Administrative Fee of 12%:

1. Transportation and subsistence expenses incurred.
2. Shipping charges and insurance for hardware, samples, field test equipment, etc.
3. Long distance telephone calls, telegrams and cables.
4. Transportation to and from jobs.
 - a. Internal Revenue Service standard mileage reimbursement rate for business travel.
 - b. The use of rental cars, trucks, boats, airplanes or other means of transportation at our cost.
5. Reproduction of drawings, reports, and documents and photographs for project records.
6. Direct materials.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND DuBois & King, Inc.

FOR THE PROVISION OF Professional consulting, planning and engineering SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation - Pertains only to Auto Insurance

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.



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 21, 2020

FROM: Melissa Best-Baker

SUBJECT: Board approval of Standard Agreement for Contract Number FP-1920-16 between California Department of Aging and County of Inyo.

RECOMMENDED ACTION:

Request Board ratify and approve the Standard Agreement for Contract Number FP-1920-16, between the County of Inyo and the California Department of Aging, in the amount of \$143,750 for February 2, 2020 through June 30, 2021, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget, and authorize the HHS Director to sign the Standard Agreement Amendment.

SUMMARY/JUSTIFICATION:

This allocation and contract was received from the State in early February. This funding is one-time only State General Fund monies that can be used for:

- Information and education on injury prevention.
- Referral-related resources and services in the community.
- In-home environmental assessments.
- Instruction on behavioral, physical and environmental aspects of injury prevention.
- Purchase of injury prevention equipment.
- Purchase of injury prevention services including materials and labor.

Our plan will be to contract out these activities with a non-profit who can serve both Inyo and Mono county residents. We will be keeping 10% or \$14,375 for administration and reporting requirements of these funds.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not ratify and approve this contract and thus no allow us to offer these services in Inyo or Mono.

OTHER AGENCY INVOLVEMENT:

California Department of Aging, County of Mono, subcontractor

FINANCING:

State General Fund dollars. Total amount of this contract is \$143,750, and will be budgeted as revenue in the ESAAA budget (683000) in the State object code.

ATTACHMENTS:

1. Standard Agreement CDA-Inyo County
2. CDA-Inyo Agreement Checklist
3. Fall Prevention - Budget Display

APPROVALS:

Melissa Best-Baker	Created/Initiated - 4/8/2020
Darcy Ellis	Approved - 4/8/2020
Marilyn Mann	Approved - 4/8/2020
Marshall Rudolph	Approved - 4/8/2020
Amy Shepherd	Approved - 4/8/2020
Rhiannon Baker	Approved - 4/8/2020
Marilyn Mann	Final Approval - 4/9/2020

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTOR NAME
County of Inyo

2. The term of this Agreement is:

START DATE
February 1, 2020

THROUGH END DATE
June 30, 2021

3. The maximum amount of this Agreement is:

\$143,750 – One hundred forty-three thousand seven hundred fifty and 00/100 dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	8
Exhibit C*	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions	23
Exhibit E	Additional Provisions	3

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Inyo

CONTRACTOR BUSINESS ADDRESS 163 May Street	CITY Bishop	STATE CA	ZIP 93514-2709
---	----------------	-------------	-------------------

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTING AGENCY ADDRESS 1300 National Drive, Suite 200	CITY Sacramento	STATE CA	ZIP 95834-1992
--	--------------------	-------------	-------------------

PRINTED NAME OF PERSON SIGNING
Nate Gillen

TITLE
Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

AG OP 80-111.



All documents listed in Sections A and B are required to execute your contract unless otherwise noted.

SECTION A

- All documents must identify the Contractor's legal name exactly as shown on the Standard Agreement or Amendment (STD. 213 or 213A)
- Each contract package must stand on its own (e.g., if you have more than one contract with the California Department of Aging (CDA) you may have one Insurance Certificate to cover all contracts, but must include a copy of the Certificate in each contract package you return to CDA)
- Return Section A documents to:
California Department of Aging
Attn: Contract Analyst
1300 National Drive, Suite 200
Sacramento, CA 95834

Four Standard Agreements or Amendments (STD. 213 or 213A) – Print and sign four copies of the Standard Agreement or Amendment (STD. 213 or 213A) with **original signatures** (blue ink is preferable). Signature stamps will not be accepted.

Resolution or Meeting Minutes authorizing execution of this Contract – The contract number(s) must be referenced in the Resolution or signed Meeting Minutes. If the Resolution or Meeting Minutes do not also authorize the signing of Amendments, another Resolution or Meeting Minutes will be needed to amend this Contract. If Meeting Minutes are submitted, they must be signed off as approved or the following month's Meeting Minutes must be submitted indicating the previous Meeting Minutes were approved.

- Public Entity – A signed Resolution from the Board of Supervisors or equivalent governing body is required
- Nonprofit Entity – A signed Resolution from the Board of Directors is required

California Civil Rights Law Certification (CDA 9026) – A signed copy must be returned for each different contract number. Resubmission of this document is not required for amendments.

Information Integrity and Security Statement (CDA 1024) – A signed copy must be returned for each different contract number. Resubmission of this document is not required for amendments.

Contractor Certification Clauses (CCC 4/2017) – Print, sign and submit a signed copy of the CCC 4/2017 certification, certifying your Organization's compliance. Resubmission of this document is not required for amendments.

The following documents must reference the contract number(s) or Letter of Self-Insurance. The coverage shall be for the *entire term* of the Contract and must meet the conditions in Exhibit D, Article XI of the Contract.

General Liability Certificate of Insurance*

Automobile Liability Certificate of Insurance*

Professional Liability Certificate of Insurance (*does not apply to Title V contracts*)

***Requires the additional insured statement to name CDA and/or the State of California as the additional insured**

SECTION B

Budget Form

- The following budget forms are emailed as part of the corresponding contract package:
 - Area Plan Budget (CDA 122)
 - Financial Alignment (FA) Contract Budget (CDA 229FA)
 - Health Insurance Counseling and Advocacy Program (HICAP) Budget (CDA 229)
 - Medicare Improvements for Patients and Providers Act (MIPPA) Budget (CDA 229M)
 - Senior Community Services Employment Program (Title V) Budget (CDA 35)
 - Fall Prevention Budget (CDA 260) submit to Fiscal.FallPrevention@aging.ca.gov
- Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Budget is submitted via the California Department of Social Services SharePoint Site
- Use the following email subject line and file naming convention for each budget you prepare and submit: Identify your PSA_#:f. (first), Program, Period, and process. If applicable, specify the original or revision number (e.g., PSA 24 AP FY1920 Original Budget). Incorporate the amounts shown in the Budget Display into the original budget form. Ensure allocation Transfer Requests correspond to the Budget Display requirements.
 - Submit budget forms for the following programs to FiscalTeam@aging.ca.gov:
 - Area Plan
 - Financial Alignment
 - HICAP
 - MIPPA
 - Title V
 - Submit budget forms for Fall Prevention to fiscal.fallprevention@aging.ca.gov

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
LOCAL ASSISTANCE CONTRACT CHECKLIST
CDA 9007A (REV 01/2020)



Work Plan

- The FA and MIPPA work plans are found on the CDA website
- Submit FA and MIPPA work plans to HICAPTeam2@aging.ca.gov
- SNAP-Ed GOA-approved contract work plans are completed prior to the SNAP-Ed contract release and do not need to be resubmitted
- Work plans are not required to execute Area Plan, Title V, HICAP, or Fall Prevention contracts

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
Statewide Summary**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$4,600,000	\$0	\$4,600,000 ^{a)}

CFDA Number: N/A
Year: N/A
CFDA Program Title: N/A

^(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
Area 1 Agency on Aging**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
Planning and Service Area II Area Agency on Aging**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
Chico State Enterprises**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
Area 4 Agency on Aging**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
County of Marin**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
City & County of San Francisco**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
Contra Costa County**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
County of San Mateo**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
County of Alameda, Area Agency on Aging**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021**

SOURCEWISE

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
County of San Joaquin**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
Area 12 Agency on Aging**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
Seniors Council of Santa Cruz and San Benito Counties**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
Fresno-Madera Area Agency on Aging**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$0	\$0	\$0 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
Kings/Tulare Area Agency on Aging**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
County of Inyo**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
Central Coast Commission for Senior Citizens**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
Ventura County Area Agency on Aging**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021**

County of Los Angeles Workforce Development, Aging and Community Services

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
County of San Bernardino Aging & Adult Services**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
Riverside County Office on Aging**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
County of Orange Office on Aging**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
County of San Diego**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
Imperial County Area Agency on Aging**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
City of Los Angeles Department of Aging**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
PSA 26 Area Agency on Aging**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
County of Sonoma**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
County of Solano**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
County of El Dorado**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021**

Stanislaus County Department of Aging and Veterans Services

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
Merced County Area Agency on Aging**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021
County of Monterey**

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021

Exhibit B- Budget Detail, Payment Provisions, and Closeout

**Dignity at Home Fall Prevention
Budget Display
State Fiscal Years 2019-20 and 2020-21
February 1, 2020 - June 30, 2021**

County of Kern, Aging and Adult Services Department

	Allocation	Adjustments	TOTAL
FY 2019/20 - 2020/21 (02/01/2020 - 06/30/2021)	\$143,750	\$0	\$143,750 ^{a)}

CFDA Number: N/A
Federal Fiscal Year: N/A
CFDA Program Title: N/A

(a) Expenditures must be reported in closeout by 7/30/2021



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 21, 2020

FROM: Anna Scott

SUBJECT: 2019-2020 Children's Medical Services Plan

RECOMMENDED ACTION:

Request the Board ratify and approve the Fiscal Year 2019-2020 Children's Medical Services (CMS) Plan and Budgets and authorize the Chairperson to sign the Certification Statements.

SUMMARY/JUSTIFICATION:

HHS is requesting ratification of the CMS Plan for FY 2019-2020 because the Department of Health Care Services traditionally releases budget information for CMS programs well after the fiscal year begins. This year additional delays occurred due to staff within the division covering public health services and working to meet multiple simultaneous mid-year reporting requirements as well as other business needs for multiple programs.

The CMS programs include California Children's Services (CCS), California Health and Disability Prevention (CHDP), and Health Care Program for Children in Foster Care (HCPCFC) which address resource development for medical services for children, case coordination, management of children with complex health problems and outreach activities to assure program access. Each year the Board is requested to sign the Certification Statements for these programs. and we respectfully request your Board again authorize the Chair to sign the required documents.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the CMS plan which would result in receiving no funding and still having to provide mandated administrative services without State or Federal support.

OTHER AGENCY INVOLVEMENT:

Department of Health Care Services, local health care providers, Social Services

FINANCING:

CCS Administration - 045501: 51% Federal funding, 39% State funding, 10% Social Services Realignment; Child Health & Disability Prevention (CHDP) and Health Care Program for Children in Foster Care (Foster Care) - 045102: 100% State and Federal funding. Funding is brought into these budgets as revenue. No County General

Funds are used in these budgets.

ATTACHMENTS:

1. Inyo 19-20 Certification Statement California Children's Services
2. Inyo 19-20 Certification Statement Child Health and Disability Prevention

APPROVALS:

Melissa Best-Baker	Created/Initiated - 4/4/2020
Darcy Ellis	Approved - 4/6/2020
Marilyn Mann	Approved - 4/6/2020
Marshall Rudolph	Approved - 4/6/2020
Amy Shepherd	Approved - 4/7/2020
Rhiannon Baker	Approved - 4/7/2020
Marilyn Mann	Final Approval - 4/7/2020

Certification Statement - California Children's Services (CCS)

County/City: INYO	Fiscal Year: 2019-20
--------------------------	-----------------------------

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services (CMS) Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

<i>Marissa Whitney</i>	04/08/20
Signature of CCS Administrator	Date Signed

<i>James Richardson MD</i>	4/8/2020
Signature of Director or Health Officer	Date Signed


Signature and Title of Other – Optional	Date Signed

I certify that this plan has been approved by the local governing body.	
Signature of Local Governing Body Chairperson	Date

Certification Statement - Child Health and Disability Prevention (CHDP) Program

County/City: INYO	Fiscal Year: 2019-20
--------------------------	-----------------------------

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9, Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

	4/8/2020
Signature of CHDP Director	Date Signed

Signature of Director or Health Officer	Date Signed

Signature and Title of Other – Optional	Date Signed

I certify that this plan has been approved by the local governing body.	
Signature of Local Governing Body Chairperson	Date



County of Inyo



Health & Human Services - Social Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 21, 2020

FROM: Tyler Davis

SUBJECT: Ratification of the contract with Inyo County Office of Education for Stage I CalWORKs Child Care Services.

RECOMMENDED ACTION:

Request Board ratify and approve the contract between the County of Inyo and the Inyo County Office of Education for the provision of Stage I Child Care Services, in an amount not to exceed \$150,000.00, for the period of July 1, 2019 through June 30, 2020, and authorize Chairperson to sign contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This contract is coming to you late, as we were working on the new Federal language that needs to be included in the contract, the new monitoring process that needs to be put into place, and changing the contracting name from Inyo County Superintendent of Schools to the Inyo County Office of Education (ICOE). The County of Inyo has successfully contracted and collaborated with the Inyo County Office of Education, formerly known as the Superintendent of Schools, for the services provided through Child Care Connection for over fifteen years. The Contractor takes referrals for child care on behalf of parents who are participating in CalWORKs, assists in finding child care if needed, helps develop high quality child care, and pays the authorized provider. This program also assists newly employed parents to keep their child care relationship as long as they are eligible, and then move them to other funding sources as possible.

The ICOE is the only agency of this type that manages child care subsidies serving the area. HHS is respectfully recommending your Board ratify and approve this contract for FY 2019/2020, which will ensure continued subsidized child care services for our CalWORKs participants.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to support this contract, which would mandate that services be provided within the Health and Human Services department. We do not have sufficient staff to add these tasks and would need to hire two persons to duplicate the services being provided at Child Care Connection. We would also lose the easy integration of funding sources for Child Care Connection for persons using childcare who have increased their earned income and are transitioning out of Stage 1 child care services.

OTHER AGENCY INVOLVEMENT:

Inyo County Office of Education, Child Care Connection

FINANCING:

The funding allocation is 100% State and Federal funds. This contract is budgeted in Social Services (055800) in Professional Services (5265). No County General funds.

ATTACHMENTS:

1. ICOE FY 19-20 Contract

APPROVALS:

Tyler Davis	Created/Initiated - 4/14/2020
Keri Oney	Approved - 4/14/2020
Darcy Ellis	Approved - 4/14/2020
Marilyn Mann	Approved - 4/15/2020
Aaron Holmberg	Approved - 4/15/2020
Marshall Rudolph	Approved - 4/15/2020
Amy Shepherd	Approved - 4/15/2020
Marilyn Mann	Final Approval - 4/15/2020

AGREEMENT BETWEEN COUNTY OF INYO

AND Inyo County Office of Education
FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Stage 1 Child Care services of Inyo County Office of Education of Independence, CA (hereinafter referred to as "Contractor"), 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 Contractor 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 Contractor to perform under this Agreement will be made by Keri Oney, whose title is: HHS Deputy Dir. Aging/Social Services. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor 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 Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2019 to June 30, 2020 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor 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 Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor 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, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed One Hundred Fifty Thousand Dollars

(\$ 150,000.00) (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. Contractor shall submit to the County, once a month, an itemized statement of all 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 services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor 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 Contractor 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 contractors when it is anticipated that total annual payments to Contractor 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 Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, 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, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor'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 Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure 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, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide 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 Contractor 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. Contractor 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. Contractor 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, ET CETERA.

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

7. COUNTY PROPERTY.

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

B. Products of Contractor'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, product, or manifestation of, Contractor'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, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, 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, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor 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 contractor:

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

B. Contractor shall be responsible to 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 Contractor in fulfillment of this Agreement.

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph 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 Contractor, 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 Contractor. 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, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor 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 Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor 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 Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor 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.

Contractor 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 Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor 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.

Contractor 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.

Contractor 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, Contractor 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, Contractor 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 Contractor 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 Contractor 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	
<u>Health and Human Services</u>	Department
<u>PO Drawer A</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Inyo County Office of Education</u>	Name
<u>PO Drawer G</u>	Address
<u>Independence, CA 93526</u>	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 Inyo County Office of Education
FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By: 
Signature

Tom Snyder
Print or Type Name

Dated: 4/13/2020

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 Inyo County Office of Education
FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

TERM:

FROM: July 1, 2019 **TO:** June 30, 2020

SCOPE OF WORK:

The Inyo County Office of Education (ICOE), known herein as the subrecipient, shall provide the following childcare services for consideration set forth in Attachment B:

1. Fulfill all requirements for the provision of Child Care set forth in AB 1542 (stats, 1997, c.270) and SB-70 and added to the Education Code as Title I, Division I, Part 6, Chapter 2, Article 15.5 (commencing with section 8350), and such guidelines and regulations as set forth in California Code of Regulations, Title 5, Division 1, Chapters 19 and 19.5DSS ACL 97-73 and ACL 11-38, and hereby incorporated in to this agreement by reference, except those duties specifically assigned to local Health and Human Services (HHS) Department in this agreement.
2. Accept Referrals for Child Care from HHS on a daily basis and provide services to families in an expedited manner. HHS and ICSOS will agree on a mutually acceptable process for the assurance of eligibility of clients for both services and hours.
3. Designated staff from both agencies shall set up regular meetings to evaluate process and procedures and assure the best service possible to families. These meetings will include mutual education concerning the two agencies.
4. ICSOS and the COUNTY will work together to recruit licensed Child Care Providers and to encourage quality improvement in license-exempt child care arrangements.
5. COUNTY will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - o Review of financial and performance reports required by the pass-through entity.
 - o Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - Review of financial and performance reports required by the pass-through entity.
 - Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - Issuing a management decision for audit findings pertaining to the Federal award provide to the subrecipient from the pass-through entity as required by 200.521 Management decision.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Inyo County Office of Education

FOR THE PROVISION OF Stage 1 Child Care SERVICES

TERM:

FROM: July 1, 2019

TO: June 30, 2020

SCHEDULE OF FEES:

Funding from Department of Health and Human Services (DHHS) will be used to pay this contract. This is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This contract is a sub-award of the federal award to California Department of Social Services to County of Inyo (EIN 95-6005445). The CFDA number is 93.558-Temporary Assistance for Needy Families. The County of Inyo allocation for July 1, 2019-June 30, 2020 is estimated to be \$177,141.

Pursuant to 2 CFR Part 200—Subpart F, any non-federal entity that expends a combined total of \$750,000 or more per year in federal awards for the purposes of carrying out federal programs must have an annual Single or Program Specific Audit conducted. This funding threshold is the aggregate of funds from all federal sources, not just funds coming from any one pass-through entity. Subrecipients that meet this threshold are required to submit their annual Single or Program Specific Audit to Health and Human Services (HHS).

Pursuant to 2 CFR Part 200 — Subpart D, HHS requires Subrecipients who do not have an annual Single or Program Specific Audit, to provide their independently audited or reviewed financial statements, or an independent accountant's report of Agreed Upon Procedures applied to the program funded by the sub-award.

An indirect cost rate shall not exceed 10%.

1. COUNTY will pay direct cost of the child care services provided. These costs must be invoiced for all children enrolled in Stage 1 Child Care Program and be based upon the services listed in the Scope of Work.
2. COUNTY will pay Administrative/Indirect Costs, which must not be more than 15% of the actual invoiced costs.
3. Notwithstanding Paragraph 3.E. Invoices will be billed monthly on the 20th day of each month.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Inyo County Office of Education

FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

TERM:

FROM: July 1, 2019

TO: June 30, 2020

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: March 10, 2020

FROM:

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of February 25, 2020.

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 3/5/2020
Final Approval - 3/5/2020

From: Harasick, Richard [Richard.Harasick@ladwp.com]
Sent: Monday, March 16, 2020 3:28 PM
To: Kammi Foote; Clint Quilter; Marshall Rudolph
Subject: Consideration of Ordinance 1253

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

Dear Board of Supervisors,

It has come to our attention that agenda item #25, consideration of Ordinance 1253, on your March 17, 2020 Board of Supervisors agenda will be considered tomorrow.

The City of Los Angeles Department of Water and Power (LADWP) believes this proposed Ordinance violates the California Constitution and the Inyo-Los Angeles Long Term Water Agreement.

As such, we request the item be deferred for a substantial amount of time so that discussion can occur at a staff level to address all concerns to both the County and LADWP.

If the item is approved, LADWP will take all necessary legal action in response.

Thank you for your consideration,

Richard F. Harasick
Senior Assistant General Manager – Water
City of Los Angeles Department of Water & Power