

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

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

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

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

April 12, 2022 - 8:30 A.M.

1. **PUBLIC COMMENT ON CLOSED SESSION ITEM(S)**

CLOSED SESSION

2. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all County designated representatives – County Administrator Leslie Chapman, Assistant County Administrator Sue Dishion, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Names of cases: *The City of Los Angeles, acting by and through its Department of Water and Power v. County of Inyo*, Kern County Superior Court Case No. BCV-18-101513-KCT; *Inyo County v. Los Angeles Department of Water and Power*, Kern County Superior Court Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-

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

- 10 A.M.**
4. ***PLEDGE OF ALLEGIANCE***
 5. ***REPORT ON CLOSED SESSION AS REQUIRED BY LAW***
 6. ***PROCLAMATIONS - Wild Iris*** - Request Board approve proclamations declaring April 2022 as Child Abuse Prevention Month and Sexual Assault Awareness Month in Inyo County.
 7. ***PUBLIC COMMENT*** (*Comments may be time-limited*)
 8. ***COUNTY DEPARTMENT REPORTS***
 9. ***INTRODUCTIONS*** - The following new HHS employees will be introduced to the Board: Kristiana Kliks, Office Clerk; Susan Lutze, Program Services Assistant-Friendly Visitor; Castoria "Cassie" Navarro, Social Worker I; and Stephanie Rubio, Prevention Specialist.
 10. ***EMPLOYEE SERVICE RECOGNITION*** - The Board will recognize employees who have reached service milestones during the 1st Quarter of 2022.

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

11. **County Administrator - Information Services** - Request Board approve an amendment to the August 4, 2020 Board Order to eliminate the annual payment limit for the contract between Inyo County and Microsoft of Redmond, WA.
12. **Health & Human Services - Fiscal** - Request Board approve Amendment No. 3 to the Standard Agreement for Contract Number AP-2122-16 between the County of Inyo and the California Department of Aging, increasing the amount by \$182,275; extending the contract term for an additional two years, to June 30, 2023 for only the American Rescue Plan funding, State general funded Nutrition Augmentation Program and the State general funding for quarterly visits for the Ombudsman Program; revising Exhibits D (Special Terms) and E (Additional Provisions); and adding Exhibit G American Rescue Plan Funding, contingent upon the Board's approval of the Fiscal Year 2022-23 Budget, and authorize the HHS Director to sign.
13. **Planning Department** - Request Board re-appoint Kathi Hall and appoint Sheyanne Quilter and Matthew Royce to the Lone Pine Architectural Design Review Board, to serve in the "Lone Pine Chamber of Commerce," "Public," and "Qualified Licensed Architect" categories, respectively, pursuant to Section 18.69.020(B) (1), (4) & (5) of the Inyo County Code.
14. **Planning Department** - Request Board approve Amendment No. 1 to the contract between County of Inyo and Roux Associates, amending the term of the agreement to be July 1, 2021 through June 30, 2023 and the contract limit to a new not-to-exceed limit of \$60,000, contingent upon the Board's adoption of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained.

15. **Public Works** - Request Board: A) declare Hi Desert Truck Driving School of Lancaster, CA a sole-source provider; and B) authorize a purchase order in an amount not to exceed \$15,300, including expenses already incurred this fiscal year, payable to Hi Desert Truck Driving School of Lancaster, CA, for current training services to obtain commercial vehicle licensing as well as obtaining the Tanker Endorsement.
16. **Public Works - Recycling & Waste Management** - Request Board: A) award the contract for the Lone Pine Solid Waste Solar Project to YouVee Solar LLC of Ridgecrest, CA as the successful bidder; B) approve the construction contract between the County of Inyo and YouVee Solar of Ridgecrest, CA in the amount of \$54,600, 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.
17. **Water Department** - Request Board approve the Memorandum of Understanding between the County of Inyo and Sierra Nevada Alliance for the provision of two AmeriCorps members in an amount not to exceed \$9,500 per member for the period of April 16, 2022 through September 30, 2022, and authorize the Water Director to sign.

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

18. **County Counsel** - Request Board receive presentation on open meeting laws applicable to the Board of Supervisors.
19. **County Administrator - Museum** - Request Board: A) approve the deaccession of the "George E. Malcolm Jr. Lepidoptera Collection" from the Eastern California Museum permanent collections; and B) approve the transfer and permanent gift of the "George E. Malcolm Jr. Lepidoptera Collection" to the Natural History Museum of Los Angeles County from the Eastern California Museum.
20. **County Administrator** - Request Board approve a Memorandum of Understanding forming the Eastern Sierra Rural Jobs Accelerator Partnership for the purpose of organizing key community and regional stakeholders into a working group that focuses on the shared goals and needs of the emerging Climate Innovations Industry Cluster, contingent upon the award of a Rural Innovations Stronger Economy (RISE) grant through the United States Department of Agriculture (USDA), and authorize the County Administrative Officer to sign.
21. **Health & Human Services - Behavioral Health** - Request Board amend the Authorized Strength in Behavioral Health by deleting two (2) A-Par Residential Caregiver I-III positions and adding one (1) B-Par Residential Caregiver I-III position.
22. **Water Department** - Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for April 14, 2022.
23. **County Administrator - Information Services** - Request Board hear an update from Information Services Director Scott Armstrong on Inyo County's Broadband Task Force activities to date.
24. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of April 5, 2022.

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

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

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

26. **Inyo County Auditor-Controller** - An actual count of money in the hands of the Treasurer made on April 5, 2022.
27. **California Fish and Game Commission** - Agenda for meeting scheduled for April 20-21, 2022 in Monterey, CA and Trinidad, CA, and via webinar.



**PROCLAMATION
OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
DECLARING APRIL 2022 AS CHILD ABUSE
PREVENTION MONTH**



WHEREAS, children are future of Inyo County and among our most vulnerable citizens; and

WHEREAS, all children deserve a home with a safe, stable, and nurturing environment to foster their healthy growth and development; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting and lifelong consequences for survivors; and

WHEREAS, child abuse crosses all socioeconomic and educational levels, religions, ethnic and cultural groups; and

WHEREAS, child abuse prevention is a community responsibility dependent upon partnerships created among citizens, social service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community; and

WHEREAS, communities should make every effort to promote programs and activities that encourage strong and thriving families; and

WHEREAS, communities that provide parents with social services, parental support, education and concrete resources can reduce instances of child abuse and neglect; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and promote the social and emotional well-being of children and families; and

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors declares April 2022 as Child Abuse Prevention Month in Inyo County.

APPROVED AND ADOPTED this 12th day of April 2022, by the Inyo County Board of Supervisors.

Dan Totheroh,
Chairperson, County of Inyo Board of Supervisors

Attest: *LESLIE CHAPMAN*
Clerk of the Board

By: _____
Assistant Clerk of the Board



**PROCLAMATION
OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
DECLARING APRIL 2022 AS SEXUAL ASSAULT
AWARENESS MONTH**



WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual violence harms our community, and to raise public awareness about sexual violence to encourage prevention; and

WHEREAS, survivors of sexual assault embody incredible strength and resiliency, and should have access to medical care, legal services, counseling, and services to heal and recover from their abuse; and

WHEREAS, child survivors of sexual assault can experience long-term consequences including difficulty at school, substance abuse, and serious physical and mental health problems as adults; and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience sexual assault; and

WHEREAS, we must work together to educate our community about sexual violence prevention; and

WHEREAS, prevention is possible through education, awareness and community involvement to promote safety, respect, and equality; and

WHEREAS, individuals can embrace their voices to show support for survivors, stand up to victim blaming, promote everyday consent, and practice healthy communication with children; and

WHEREAS, we join together with advocates and communities across the country in taking action to prevent sexual violence; and

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors declaring April 2022 as Sexual Assault Awareness Month.

APPROVED AND ADOPTED this 12th day of April 2022, by the Inyo County Board of Supervisors.

Dan Totheroh,
Chairperson, County of Inyo Board of Supervisors

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

By: _____
Assistant Clerk of the Board



COUNTY OF INYO

PERSONNEL DEPARTMENT

P. O. Box 249, Independence, California 93526

760-878-0377

760-878-0465 (Fax)

MEMORANDUM

To: Department Heads

From: Denelle Carrington, Senior Budget Analyst

Date: March 28, 2022

Re: Employee Service Awards for 1st Quarter 2022

The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, April 12th at 10:00 am. Please invite your employees to attend the Board of Supervisors meeting (in person) to be recognized.

Name	Hire Date	Years of Service	Department Head
Sara Jones	01/16/12	10	Amy Weurdig
Melissa Yeager	02/23/17	5	Dustin Blakey
Buna Felton	03/20/07	15	Eric Pritchard
Tim Noonan	01/12/17	5	Eric Pritchard
Jacob Guido	01/26/17	5	Eric Pritchard
Mark Gutierrez	01/26/17	5	Eric Pritchard
Christian Hernandez Santana	03/09/17	5	Eric Pritchard
Julie Richardson	10/16/06	15	Eric Pritchard
Shayla Brown	06/16/06	11	Eric Pritchard
Julie Weier	02/01/97	25	Jeff Thomson
Tabitha Warner	08/16/11	10	Jeff Thomson
Stephanie Huston	01/01/02	20	Marilyn Mann
Holly DeVincent	03/05/07	15	Marilyn Mann
Darcy Miller	03/01/12	10	Marilyn Mann
Kelly Nugent	01/06/17	5	Marilyn Mann
Katie Hawkins	01/26/17	5	Marilyn Mann
Wendy Fogelstrom	02/23/17	5	Marilyn Mann
Marissa Toppass	02/23/17	5	Marilyn Mann
Lisa Trunnell	09/18/06	15	Marilyn Mann
David Christensen	01/26/17	5	Tom Hardy

Teresa Elliott	01/16/07	15	Mike Errante
Chris Cox	02/16/07	15	Mike Errante
Mike Luffman	01/01/12	10	Mike Errante
Gillermo Luque Gutierrez	03/20/17	5	Mike Errante
Mike Baffrey	01/16/07	15	Scott Armstrong
Kathy Chambers	10/23/01	20	Nancy Masters
Heather Todd	03/01/12	10	Shawn Lum
Sue Dishion	12/31/91	30	Leslie Chapman



County of Inyo



County Administrator - Information Services

CONSENT - ACTION REQUIRED

MEETING: April 12, 2022

FROM: Scott Armstrong

SUBJECT: Amend Microsoft Enterprise Enrollment Agreement Board Order

RECOMMENDED ACTION:

Request Board approve an amendment to the August 4, 2020 Board Order to eliminate the annual payment limit for the contract between Inyo County and Microsoft of Redmond, WA.

SUMMARY/JUSTIFICATION:

A contract approval item was submitted on the August 4, 2020 agenda requesting the following: "Request Board ratify and approve the Enterprise Enrollment Agreement between the County of Inyo and Microsoft of Redmond, WA, through their licensing solutions partner Dell, Inc. of Round Rock, TX, for the provision of Microsoft product subscription services in an amount not to exceed \$465,000 for the period of July 1, 2020 through June 30, 2023 (\$155,000 per year for 3 years), contingent upon the Board's approval of future budgets, and authorize the Information Services Director to sign, contingent upon all appropriate signatures being obtained." Removal of the parenthetical statement "\$155,000 per year for 3 years" from your Board's order is the subject of this agenda item.

During one fiscal year covering the term of this Agreement, \$155,000 was not expended. During this last fiscal year the County requested services under the Agreement that will cost more than \$155,000, but will still keep the overall contract cost within the total not to exceed amount previously approved by your Board. The requested change will allow the Auditor's office to make payments to the contractor up to the full amount of the not to exceed limit over the term of the Agreement, and is consistent with the terms of the Agreement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may decline to approve the requested amendment, which would require I.S. to return with an amended agreement to ensure Inyo County is able to receive the full amount of services available under the contract in the event 1/3 of the contract limit is not expended in a given fiscal year.

OTHER AGENCY INVOLVEMENT:

Auditor-Controller
County Counsel

Clerk of the Board

FINANCING:

The terms of the contract will not be changed. The cost of the agreement will remain at an amount not to exceed \$465,000 for the period of July 1, 2020 through June 30, 2023.

ATTACHMENTS:

1. Amendment Needed on 08.04.20 Board Order
2. Inyo County Renewal 6.9.2020

APPROVALS:

Scott Armstrong
Darcy Ellis
Scott Armstrong
John Vallejo
Amy Shepherd

Created/Initiated - 4/7/2022
Approved - 4/7/2022
Approved - 4/7/2022
Approved - 4/7/2022
Final Approval - 4/7/2022

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 4th day of August 2020 an order was duly made and entered as follows:

*Information
Services –
Microsoft
Enterprise
Enrollment
Agreement*

Moved by Supervisor Pucci and seconded by Supervisor Totheroh to ratify and approve the Enterprise Enrollment Agreement between the County of Inyo and Microsoft of Redmond, WA, through their licensing solutions partner Dell, Inc. of Round Rock, TX, for the provision of Microsoft product subscription services in an amount not to exceed \$465,000 for the period of July 1, 2020 through June 30, 2023 (~~\$155,000 per year for 3 years~~), contingent upon the Board's approval of future budgets, and authorize the Information Services Director to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 4th
Day of August, 2020

Routing
CC Purchasing Personnel Auditor CAO: Information Services Other: DATE: August 13, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

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

By: _____



County of Inyo



County Administrator - Information Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 4, 2020

FROM: Scott Armstrong

SUBJECT: Microsoft Enterprise Enrollment Agreement

RECOMMENDED ACTION:

Request Board ratify and approve the Enterprise Enrollment Agreement between the County of Inyo and Microsoft of Redmond, WA, through their licensing solutions partner Dell, Inc. of Round Rock, TX, for the provision of Microsoft product subscription services in an amount not to exceed \$465,000 for the period of July 1, 2020 through June 30, 2023 (\$155,000 per year for 3 years), contingent upon the Board's approval of future budgets, and authorize the Information Services Director to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The County of Inyo wishes to enter into an Enterprise Agreement with Microsoft (MS) as an Affiliate Customer under the terms of the Riverside Agreement 8084445 with Microsoft, and enroll in subscription services with Microsoft through their reseller Dell, Inc. The term of this enrollment is 36 months.

The County of Inyo received competitive quotes from 3 of the Microsoft licensing solutions partners awarded for that contract and selected Dell as the vendor.

These subscription services will replace two projects previously planned for FY2019-2020 (MS Office Upgrade - \$160,000, and MS Office Exchange Server Upgrade - \$45,000), as well as the annual Microsoft Desktop Operating System Enterprise software assurance costs (\$26,000).

These subscription services will also enhance our employees' ability to work anywhere, anytime with government-cloud-hosted data and MS Office applications. Additional features with the MS Office 365 subscription services include collaborative online workspaces, web-based video conferencing, mobile device management services, integrated security features, and email filtering and discovery.

The initial phase of this project will require only 50 licenses, and we'll purchase additional licenses over the next few months as we deploy them to the various County Departments.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this request, resulting in a piecemeal approach to desktop application upgrades, cumbersome remote collaboration tools for the County employees, and increasing support challenges with disparate account security and management systems.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is sufficient preliminary budget in the Computer Upgrade budget (011808) object code Maintenance of Computer (5177) to cover this contract for Fiscal Year 2020-2021. It has also been requested in the Fiscal Year 2020-2021 Department Request budget to be consider at the budget hearings. The funding for this budget comes from the Tech refresh program.

ATTACHMENTS:

1. Enterprise Agreement Amendment
2. Enterprise Agreement
3. County of Inyo Microsoft EA Enrollment Package
4. County of Inyo Microsoft EA Discount Transparency Disclosure Form

APPROVALS:

Lavon Sargent	Created/Initiated - 7/22/2020
Darcy Ellis	Approved - 7/22/2020
Marshall Rudolph	Approved - 7/27/2020
Amy Shepherd	Approved - 7/28/2020
Scott Armstrong	Final Approval - 7/28/2020

Program Signature Form

MBA/MBSA number

8084445

5-0000005631179

Agreement number

8084445

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-10635
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	0975412.002 (New)
Amendment	M97 (New)
Amendment	W29 (New)
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer

Name of Entity (must be legal entity name)* County of Inyo

Signature* Scott Armstrong Digitally signed by Scott Armstrong
Date: 2020.08.04 16:48:29 -0700

Printed First and Last Name* Scott Armstrong

Printed Title Information Services Director

Signature Date* Aug 4, 2020

Tax ID

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature	<u>Mary Ann Holland</u>
Printed First and Last Name	Mary Ann Holland
Printed Title	Authorized Signer
Signature Date (date Microsoft Affiliate countersigns)	Jul 7, 2020
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

* indicates required field

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

* indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	6138956		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. . The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* County of Inyo

Contact name* First Scott **Last** Armstrong

Contact email address* sarmstrong@inyocounty.us

Street address* 168 N. Edwards Street., PO Box 477

City* Independence

State* CA
Postal code* 93526-0477
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 760-878-0390
Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Mike Last Baffrey
Contact email address* mbaffrey@inyocounty.us
Street address* 168 N. Edwards Street., PO Box 477
City* Independence
State* CA
Postal code* 93526-0477
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 760-937-2974

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* One Dell Way
City* Round Rock
State* TX
Postal code* 78682
Country* United States
Contact name* Government Contract Admin
Phone* 847-465-3700
Contact email address* US_MS_VL_Admin@Dell.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* RoseAnn Bretzmann

Printed name* RoseAnn Bretzmann

Printed title* Analyst

Date* 7/7/2020

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Amendment to Contract Documents

Enrollment Number

5-0000005631179

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34704	M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr	0	50
3PS-00001	ExchgOnInKioskGCC ShrdSvr ALNG SubsVL MVL PerUsr	0	1

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Dec2019)(IU) .docx		M97	B
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Proposal ID

0975412.002

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	50	50	1.0	No	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
Microsoft 365 E3 USL	50

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	50	50	50	50

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

**Enterprise
Sub 250 Program
Amendment ID W29**

Enrollment Number

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:

- a. Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
 - (v) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input type="checkbox"/>
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By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.





County of Inyo Pre sig

Final Audit Report

2020-07-07

Created:	2020-07-07
By:	Roseann Bretzmann (Roseann_Bretzmann@Dell.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGAwOylFE0z8oPORPpq0nyXr4HtoAcF4j

"County of Inyo Pre sig" History

-  Document created by Roseann Bretzmann (Roseann_Bretzmann@Dell.com)
2020-07-07 - 5:50:32 PM GMT- IP address: 71.239.102.35
-  Document emailed to Mary Ann Holland (v-maryv@microsoft.com) for signature
2020-07-07 - 5:51:43 PM GMT
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2020-07-07 - 5:51:59 PM GMT- IP address: 99.46.27.157
-  Document e-signed by Mary Ann Holland (v-maryv@microsoft.com)
Signature Date: 2020-07-07 - 5:52:50 PM GMT - Time Source: server- IP address: 99.46.27.157
-  Signed document emailed to Mary Ann Holland (v-maryv@microsoft.com) and Roseann Bretzmann (Roseann_Bretzmann@Dell.com)
2020-07-07 - 5:52:50 PM GMT

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Date: 6/29/2020
Program: Enterprise 6
Enrollment Number: Renewal
Quote Number: 0975412.002
Partner Name: Dell Inc.
Reseller Address: One Dell Way
RoundRock, TX, United States, 78682-7000

Discount Details

For this enrollment, Microsoft provided the Customer's Partner an additional discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the additional discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed in the table below is the maximum price the partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the additional discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the additional discount, does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner.

Ordered Products

Currency	Maximum Resale Price
US Dollar	63,846

Note: The Maximum Resale Price listed in the table above only pertains to the Microsoft Products to be ordered under this Enrollment. The content of this form has no impact on the Customer's price for Non-Microsoft products and services.

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Retail Price for all Microsoft Products ordered under the Customer Contract minus the aggregated discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner: Dell Inc
Customer: County of Inyo
Signature of Customer's authorized representative: Scott Armstrong
Digitally signed by Scott Armstrong
Date: 2020.08.04 16:39:07 -0700
Printed name: Scott Armstrong
Printed title: Information Services Director
Date: Aug 4, 2020

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Date: 6/29/2020
Program: Enterprise 6
Enrollment Number: Renewal
Quote Number: 0975412.002
Partner Name: Dell Inc.
Reseller Address: One Dell Way
RoundRock, TX, United States, 78682-7000

Discount Details

For this enrollment, Microsoft provided the Customer's Partner an additional discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the additional discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed in the table below is the maximum price the partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the additional discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the additional discount, does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner.

Ordered Products

Currency	Maximum Resale Price
US Dollar	63,846

Note: The Maximum Resale Price listed in the table above only pertains to the Microsoft Products to be ordered under this Enrollment. The content of this form has no impact on the Customer's price for Non-Microsoft products and services.

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Retail Price for all Microsoft Products ordered under the Customer Contract minus the aggregated discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner: Dell Inc.
Customer: County of Inyo
Signature of Customer's authorized representative: _____
Printed name: Scott Armstrong
Printed title: Information Services Director
Date: _____



Dell Customer Confidential

Katie Sicula

Quotation

Katie_Sicula@Dell.com

512-728-9295

Customer: Inyo County
Customer Number: 7071315

Date of Issue: 6/9/2020
Quote Expires: 6/30/2020

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

EA Renewal	Mfg#	Quantity	Unit Price	Ext. Price
M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr	AAD-34704	450	\$332.05	\$149,422.50
O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	U4S-00002	25	\$74.58	\$1,864.50
EntMobandSecE3Full GCC ShrdSvr ALNG SubsVL MVL PerUsr	AAD-32907	25	\$88.92	\$2,223.00
WinE3 ALNG SubsVL MVL PerUsr	AAA-10787	25	\$57.32	\$1,433.00
ExchgOnInKioskGCC ShrdSvr ALNG SubsVL MVL PerUsr	3PS-00001	1	\$18.75	\$18.75
Total				\$154,961.75

Notes:

- Customer's purchase is subject to the terms and conditions of the above referenced contract.
- Sale/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file, including non-federal government customers. If you have a questions re: your tax status, please contact your inside sales representative listed above.
- Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee. This applies unless this provision is specifically excluded in the above referenced contract.
- All product descriptions and prices are based on latest information available and are subject to change within the terms of the above referenced contract.
- Unless specified otherwise in the above referenced contract, all prices are based on Net 30 terms. If not shown, shipping, handling, taxes and other fees will be added at the time of the order where applicable.
- Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.



County of Inyo



Health & Human Services - Fiscal

CONSENT - ACTION REQUIRED

MEETING: April 12, 2022

FROM: Melissa Best-Baker

SUBJECT: Amendment Number 3 of the Standard Agreement between California Department of Aging and County of Inyo

RECOMMENDED ACTION:

Request Board approve Amendment No. 3 to the Standard Agreement for Contract Number AP-2122-16 between the County of Inyo and the California Department of Aging, increasing the amount by \$182,275; extending the contract term for an additional two years, to June 30, 2023 for only the American Rescue Plan funding, State general funded Nutrition Augmentation Program and the State general funding for quarterly visits for the Ombudsman Program; revising Exhibits D (Special Terms) and E (Additional Provisions); and adding Exhibit G American Rescue Plan Funding, contingent upon the Board’s approval of the Fiscal Year 2022-23 Budget, and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

This contract amendment was received in February from the State and staff inadvertently misidentified the allocation and recently identified it as an additional change in the allocation of American Rescue Plan and One-time Only funding. This Contract Amendment provides for an adjustment for additional funding from the American Rescue Plan (ARP) and a second allocation of One-Time-Only (OTO) federal funds, which is reallocated carryover funds from FY 2020-21. We have been allocated \$167,007 of ARP monies and an additional \$15,268 in OTO monies. The contract also amended some contractual language in Exhibit D, E and B to recognize the additional Federal funds. The increases in the categories will be split between Inyo and Mono counties using the formula previously recommended by the Advisory Board and approved by your Board.

The ARP and OTO funds are in the following categories:

	Supportive Services III B	Congregate Nutrition C1	Home-Delivered Meals C2	Ombudsman	Disease Prevention	Family Caregiver	Elder Abuse
OTO	\$7,699	\$393	\$54	\$4,908	\$459	\$1,671	\$84
ARP	\$52,223	\$34,061	\$51,088	\$8,344	\$4,995	\$16,296	

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to ratify and approve these amendments to the existing contract. This is not recommended as the County would then not be entitled to receipt of the additional funds.

OTHER AGENCY INVOLVEMENT:

California Department of Aging, County of Mono, and California Indian Legal Services

FINANCING:

State and Federal dollars. Total amount of this contract is \$1,585,259, and will be budgeted as revenue in the ESAAA budget (683000) in the State and Federal revenue object codes. Total federal dollars are \$699,699 and total State dollars are \$885,560.

ATTACHMENTS:

1. California Department of Aging Contract
2. Exhibit B, Attachment 1 - Area Plan Budget Display
3. Exhibit B, Attachment 4 - Area Plan Budget Display
4. Exhibit D
5. Exhibit E
6. Exhibit G

APPROVALS:

Melissa Best-Baker	Created/Initiated - 3/25/2022
Darcy Ellis	Approved - 3/25/2022
Marilyn Mann	Approved - 3/28/2022
John Vallejo	Approved - 3/28/2022
Amy Shepherd	Approved - 3/28/2022
Marilyn Mann	Final Approval - 3/29/2022

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 57 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
AP-2122-16	3	

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

07/01/2021

THROUGH END DATE

09/30/2024

3. The maximum amount of this Agreement after this Amendment is:

\$ 1,585,259 One million five hundred eighty-five thousand two hundred fifty-nine and 00/100 dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- A. This amendment increases the total amount of the Agreement by \$182,275. The new total of the Agreement shall not exceed \$1,585,259.
- B. The attached Budget Display Exhibit B, Attachment 1 – Budget Display (1 page), identified as Amendment 3, is hereby added to the Agreement. The Budget, Amendment 3, is hereby incorporated by reference and replaces the original referenced Budget.
- C. The attached Budget Display Exhibit B, Attachment 4 – Budget Display (1 page), identified as Amendment 3, is hereby added to the Agreement.
- D. Exhibit D (34 pages), and Exhibit E (16 pages) are hereby replaced and attached hereto.
- E. Exhibit G – American Rescue Plan Funding (5 pages) is hereby added to the Agreement, and attached hereto.
- F. This amendment extends the contract term by two (2) years and three (3) months, to September 30, 2024, for ONLY the American Rescue Plan funding, as detailed in Exhibit B, Attachment 4. Any and all other funding and related conditions are subject to specific deadlines as listed below.
- G. The Older Americans Act (OAA) funding, as specified in Exhibit B, Attachment 1, ends June 30, 2022. The OAA funding must be expended, reimbursed, and reported pursuant to the terms, conditions, and dates in the original Agreement. [Exhibit B, Attachment 1].
- H. Additionally, this amendment extends only the General Fund Nutrition Augmentation and General Fund Increased Quarterly Visits funding through June 30, 2023 [Exhibit B, Attachment 1].
- I. Consolidated Appropriations Act Funding and Ombudsman Robotic Pet funding ends September 30, 2022, as specified in Exhibit B, Attachments 2 and 3, previously attached in Amendment 2.

*All other terms and conditions shall remain the same.***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
1360 North Main Street, Suite 201CITY
BishopSTATE
CAZIP
93514-
3013

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

State of California
 California Department of Aging
AREA PLAN
Exhibit B, Attachment 1- BUDGET DISPLAY
Exhibit B, Attachment 1- BUDGET DISPLAY
Fiscal Year 2021-22 (Federal Fiscal Years 2021 & 2022)
County of Inyo
12 months (July 1, 2021 - June 30, 2022)

Award #: **AP-2122-16**
 Date: **7/1/2021**
 Amendment #: **3**
 Page 1 of 1

Program	Fund Type	Project Number	Baseline	Notes	Adjustments	Transfers	One-Time Only	Updated Total	Net Change
Supportive Services	Federal Title IIIB	3BSL	99,202	(b)	(5,916)		7,699	100,985	7,699
Ombudsman	Federal Title IIIB	3BOL	23,565	(b)			1,931	25,496	1,931
Ombudsman	Federal Title VIIa	7OFL	35,242	(b)			2,977	38,219	2,977
Ombudsman	General Fund IIIB	B1GL	112,227	(a)				112,227	0
Ombudsman	Public Health L & C Program								
Ombudsman	Fund	LCPF	3,574	(a)				3,574	0
Ombudsman	State Health Facilities Citation								
Ombudsman	Penalties Account	SDFL	1,222	(a)			1,113	2,335	0
Ombudsman	SNF Quality & Accountability	SNFL	16,975	(a)				16,975	0
Ombudsman	Total Ombudsman		192,805		0	0	6,021	198,826	4,908
Congregate Nutrition	Federal Title IIIC1	3C1L	124,350	(b)	(7,416)		393	117,327	393
Congregate Nutrition	General Fund C1	C1GL	63,050	(a)	(24,311)			38,739	0
Congregate Nutrition	General Fund C1- Augmentation	C1GL	87,362					87,362	0
Congregate Nutrition	NSIP C1	NC1L	11,326	(b)	3,675			15,001	0
Congregate Nutrition	Total Congregate Nutrition		286,088		(28,052)	0	393	258,429	393
Home-Delivered Meals	Federal Title IIIC2	3C2L	100,619	(b)	(6,000)		54	94,673	54
Home-Delivered Meals	General Fund C2	C2GL	171,664	(a)	176,425			348,089	0
Home-Delivered Meals	General Fund C2- Augmentation	C2GL	177,372					177,372	0
Home-Delivered Meals	NSIP C2	NC2L	21,522	(b)	4,475			25,997	0
Home-Delivered Meals	Total Home Delivered Meals		471,177		174,900	0	54	646,131	54
Disease Prevention	Federal Title IIID	3DFL	2,694	(b)			459	3,153	459
Family Caregiver	Federal Title IIIE	3EFL	18,978	(b)			1,671	20,649	1,671
Elder Abuse Prevention	Federal Title VII	7EFL	568	(b)			84	652	84
Administration	Federal Title IIIB, C1, C2 & E								
Administration	Administration	APAD	63,242	(b)				63,242	0
Administration	General Fund Baseline								
Administration	Administration	APGA		(a)	100,000			100,000	0
Funding Summary	Federal Funds		501,308		(11,182)		15,268	505,394	15,268
Funding Summary	General Fund		611,675		252,114			863,789	0
Funding Summary	Public Health L & C Program								
Funding Summary	Fund		3,574					3,574	0
Funding Summary	SNF Quality & Accountability		16,975					16,975	0
Funding Summary	State Health Facilities Citation								
Funding Summary	Penalties Account		1,222				1,113	2,335	0
All Funds	Grand Total - All Funds		1,134,754		240,932	0	16,381	1,392,067	15,268

Comments:

The maximum amount allowed to be transferred from Administration to Title III E is: 8,145

The minimum General Fund to be expended for State Match in Title III is: 17,932

CFDA NUMBER	Year	Award #	Award Name
93.041	2021	2101CAOAEA-01	Older American Act Title VII- Elder Abuse Prevention
93.042	2021	2101CAOAOA-01	Older American Act Title VII- Ombudsman
93.043	2021	2101CAOAPH-01	Older American Act Title III- Preventive Health
93.044	2021	2101CAOASS-01	Older American Act Title III- Supportive Services
93.045	2021	2101CAOACM-01	Older American Act Title III- Congregate Meals
93.045	2021	2101CAOAH-01	Older American Act Title III- Home-Delivered Meals
93.052	2021	2101CAOAF-01	Older American Act Title III- Family Caregivers
93.053	2021	2101CAOANS-01	Older American Act Nutrition Services Incentive Program

(a) State Funds must be expended by 6/30/22 and final expenditures reported in closeout by 7/31/22.
 (b) Federal Funds must be reported in closeout by 7/31/22. Once closeouts are processed, CDA will determine the amount that can be carried over into next year's contract.
 (c) Transfers based on the original contract are due by 5/1/21 and final transfers are due by 3/2/22.

State of California California Department of Aging	Award #: Date: Amendment #:	AP-2122-16 7/1/2021 3 Page 1 of 1
Exhibit B, Attachment 4 - Budget Display		
AREA PLAN BUDGET DISPLAY: County of Inyo		
American Rescue Plan (ARP) April 01, 2021 through September 30, 2024		

Program	Fund Type	Project Number	Baseline	TOTAL
ARP - Supportive Services	ARP Title III B	ARBL	52,223 (a) (b)	52,223
ARP - Congregate Nutrition	ARP Title III C1	AR1L	34,061 (a) (b)	34,061
ARP - Home Delivered Meals	ARP Title III C2	AR2L	51,088 (a) (b)	51,088
ARP - Preventive Services	ARP Title III D	ARDL	4,995 (b)	4,995
ARP - Family Caregiver	ARP Title III E	AREL	16,296 (a) (c)	16,296
ARP - Ombudsman	ARP Title VII	AROL	8,344	8,344
TOTAL			167,007	167,007

CFDA NUMBER	Year	Award #	Award Name
93.044	2021	2101CASSC6-00	American Rescue Plan (ARP) for Supportive Services under Title III-B of the OAA
93.045	2021	2101CACM6-00	American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the OAA
93.045	2021	2101CAHD6-00	American Rescue Plan (ARP) for Home Delivered Meals under Title III-C2 of the OAA
93.043	2021	2101CAPH6-00	American Rescue Plan (ARP) for Preventive Health under Title III-D of the OAA
93.052	2021	2101CAFCC6-00	American Rescue Plan (ARP) for Family Caregivers under Title III-E of the OAA
93.042	2021	2101CAOM6-00	American Rescue Plan (ARP) for Ombudsman Program under Title VII of the OAA

AP-2122 Amendment 3
Exhibit D – Special Terms and Conditions

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. “Agreement” or “Contract” means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. “Contractor” means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. “CCR” means California Code of Regulations.
4. “CFR” means Code of Federal Regulations.
5. “DUNS” means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
6. “Cal. Gov. Code” means California Government Code.
7. “OMB” means the federal Office of Management and Budget.
8. “Cal. Pub. Con. Code” means the California Public Contract Code.
9. “Cal. Civ. Code” means California Civil Code
10. “Reimbursable item” also means “allowable cost” and “compensable item.”
11. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.
12. “Subcontractor” means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
13. “Subcontract” means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.

AP-2122 Amendment 3
Exhibit D – Special Terms and Conditions

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. “USC” means United States Code.
16. “HHS” means United States Department of Health and Human Services.
17. “OAA” means Older Americans Act.
18. “Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)
19. “Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)
20. “Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).
21. “Recoverable cost” means the state and federal share of the questioned cost.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.

AP-2122 Amendment 3
Exhibit D – Special Terms and Conditions

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the

AP-2122 Amendment 3
Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at:
<http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The 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 USC 12101 et seq.]

5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

AP-2122 Amendment 3
Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]

AP-2122 Amendment 3
Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

- c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
 2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by CDA.
 3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.
- I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

 1. Clean Air Act, as amended. [42 USC 7401]
 2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
 3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
 4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
 5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]
- J. Debarment, Suspension, and Other Responsibility Matters
 1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

AP-2122 Amendment 3
Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
 3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
 4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

AP-2122 Amendment 3
Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

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ARTICLE II. ASSURANCES (Continued)

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 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 federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
 5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
 6. 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.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

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ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California 95833.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person,

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ARTICLE V. SUBCONTRACTS (Continued)

firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.

- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
 - 1. The Request for Proposal or Invitation for Bid.
 - 2. All bid proposals received.
 - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.

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ARTICLE V. SUBCONTRACTS (Continued)

- M. The Contractor shall utilize procurement procedures as follows:
1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the “Financial Closeout Report” (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA’s Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.

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ARTICLE VI. RECORDS (Continued)

- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity,

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ARTICLE VII. PROPERTY (Continued)

and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
 2. Item description (include model number).
 3. CDA tag number.
 4. Serial number (if applicable).
 5. Purchase cost or other basis of valuation.
 6. Fund source
- F. Disposal of Property
1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.

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ARTICLE VII. PROPERTY (Continued)

2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
- G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.
 - H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
 - I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
 - J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
 - K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
 - L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 1. For another CDA program providing the same or similar service.
 2. For another CDA-funded program.
 - M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
 - N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

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ARTICLE VII. PROPERTY (Continued)

- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

- A. General
 - 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any

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Exhibit D – Special Terms and Conditions

ARTICLE X. AUDIT REQUIREMENTS (Continued)

entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing

services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)
- C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)
- 1. Contractor Single Audit Reporting Requirements
 - a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

California Department of Aging
Attention: Audits Branch
2880 Gateway Oaks Drive, Suite 200
Sacramento, California 95833
 - b. The copy shall be submitted within thirty (30) days after receipt of the Auditor’s report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
 - c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report’s “Schedule of Expenditures of Federal Awards” (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
 - d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
 - 2. The Contractor shall perform a reconciliation of the “Financial Closeout Report” to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
 - 3. Contract Resolution of Contractor’s Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements
5. Contract resolution includes:
 - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
 - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
 - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.
[2 CFR 200.302 and 45 CFR 75.302]
 - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
- a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first.
[2 CFR 200 512 and 45 CFR 75.512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
 - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
 - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.

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ARTICLE XI. INSURANCE (Continued)

- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.
 - 2. CDA shall be named as the certificate holder and CDA’s address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker’s Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor’s Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- I. The Contractor shall be insured against liability for Worker’s Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

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ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

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ARTICLE XII. TERMINATION (Continued)

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and

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ARTICLE XII. TERMINATION (Continued)

Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

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ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting a Std. 204 form to AAAcontactinfo@aging.ca.gov.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. Contractor shall submit to CDA changes to Contractor's legal name, main address, Director, or any key staff to be added or removed from the distribution list by submitting a Contact Report to AAAcontactinfo@aging.ca.gov. You may request the Contact Report by emailing AAAcontactinfo@aging.ca.gov.

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. “Personal Identifying information” shall include, but not be limited to: name; identifying number; social security number; state driver’s license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor’s obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor’s employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer’s employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. 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 contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts,

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ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement.

[22 CCR 11162]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.

[22 CCR 11162]

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]

4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If the Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards" (procurement by contractors and subcontractors for nonprofit organizations), and 45 CFR 75.327 (procurement for State and local governments), as applicable.
3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
 - a. Not less than three (3) years from the date the Agreement terminates, where the amount of the Agreement, including the non-federal share, does not exceed \$30,000.
 - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
 - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.
6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

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ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

7. Any agency awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the County Recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. CDA will make funds available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
9. The Contractor and/or Subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA § 373(d).
10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its subcontractors.
11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA § 373(b), and distinguished between "caregiver" and "grandparent" support services, as required for NAPIS.
12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "older relative caregiver" [OAA § 373(a)-(b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.
13. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.
14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services' Kinship Support Service Programs,

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

the California Community Colleges' Foster and Kinship Care Education Programs, the Department of Developmental Services' Regional Centers, the California Caregiver Resource Centers, and other Title III funded providers.

15. The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- 93.041 Special Programs for the Aging-Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).
- 93.042 Special Programs for the Aging-Title III B & VII-A, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title III B & VII-A, Chapter 2).
- 93.043 Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services (Title III D).
- 93.044 Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B).
- 93.045 Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III C).
- 93.052 National Family Caregiver Support Program-Title III, Part E.
- 93.053 Nutrition Services Incentive Program.

"Cluster of programs" means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. [Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.]

16. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
 - a. The Contractor or any subcontractors for any Title III or Title VII-A services shall not use means tests.
 - b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
 - c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
 - d. Each service provider will:
 - i. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - ii. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 - iii. Protect the privacy and confidentiality of each recipient with respect to the recipient’s contribution or lack of contribution; and
 - iv. Establish appropriate procedures to safeguard and account for all contributions.
 - v. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

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ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

17. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by CDA.
18. The Contractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery.
19. The Contractor, at a minimum, shall identify and make contact with its local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.
20. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.
21. The Contractor shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
 - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
 - c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
22. The Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.
23. The Contractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

24. The Contractor shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J); OAA § 207(a)(3)]

25. The Contractor shall assure that the following publication conditions are met:

Materials published or transferred by the Contractor and financed with funds under this Agreement shall:

- a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".
- b. give the name of the entity, the address, and telephone number at which the supporting data is available and
- c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

B. Assurances Specific to the Ombudsman Program

The Contractor shall assure the following:

1. Long-Term Care Ombudsman Services in the Planning and Service Area will be carried out by the agency that has been designated by the State Ombudsman to provide those services. [OAA § 712(a)(5)(A); 45 CFR 1324.13(c)]
2. The Local Ombudsman Program, its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]
3. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long-term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week. [OAA § 712(b)(1)(A); 45 CFR 1324.11(e)(2)(i); Welf. & Inst. Code § 9722(a); 22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [Welf. & Inst. Code § 9722(a); 22 CCR 8020(b)]
4. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate

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ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

documentation of consent, or when authorized by the State Ombudsman, in accordance with policies developed by the State Ombudsman.

[OAA § 712(b)(1)(B)] [45 CFR 1324.11(e)(2)(iv)]

[Welf. & Inst. Code § 9724]

5. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]
6. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(6)(B); 45 CFR 1324.13(c)(3); Welf. & Inst. Code § 9719(a)]
7. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures. [OAA §§ 705(a)(6)(C); 712] [45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]
8. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(8); 45 CFR 1324.13(h)(10); Welf. & Inst. Code § 9717(c); Statewide Standards for Legal Assistance in California]
9. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Program Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program. [45 CFR 1324.13(f)]
10. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

- a. All local staff that are wholly or partly funded by Ombudsman Program resources.
- b. Their titles/roles within the Program.
- c. The number of hours per week charged to the Local Ombudsman Program for each position.

[45 CFR 1324.13(b),(c)]

- 11. The Local Ombudsman Program Coordinator shall attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]
- 12. The Local Ombudsman Program Coordinator shall inform CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues. [45 CFR 1324.13(b),(c)]
- 13. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA § 712(a)(3)(D); 45 CFR 1324.19(b)(2)(i); Welf. & Inst. Code §§ 9725; 15633(c)]
- 14. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from CDA. [OAA § 712(c); 45 CFR 1324.13(d); Welf. & Inst. Code § 9716(a)]
- 15. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.

C. Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, the Contractor shall assure that the following conditions are met:

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Exhibit E – Additional Provisions

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
8. LSPs are to collect required data elements on legal services provided and report in CARS.
9. Waiver of this section of the Contract may be obtained from CDA pursuant to Exhibit D, Article XV of this Agreement entitled, Amendments, Revisions, or Modifications.

ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Programs in accordance with CDA requirements.
[Welf. & Inst. Code § 9102 (a)(5)]

ARTICLE II. REPORTING PROVISIONS (Continued)

B. The Contractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.

1. Quarterly, the Contractor shall submit data reports for OAA-funded programs as follows:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

2. Annually, the Contractor shall submit performance reports as follows, or as instructed by CDA:

Reporting Period	Due Date
July 1 – June 30	September 30

3. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the Contractor shall submit to the Data Team (DataTeam.Reports@aging.ca.gov), a written explanation including the reasons for the delay and the estimated date of submission.

4. For web-based California Aging Report System (CARS) reports, the Contractor shall approve all data within ten (10) calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within ten (10) days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.

C. Reporting Requirements specific to Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Program services

The Contractor shall submit program data reports electronically as follows:

1. Upload the NAPIS State Program Report (SPR) to CARS at <https://ca.getcare.com>.

ARTICLE II. REPORTING PROVISIONS (Continued)

2. Submit performance data reports quarterly.
 3. Submit NAPIS SPR reports annually.
- D. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report in accordance with CDA requirements.
1. The Contractor shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.
 - a. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via email to DataTeam.Reports@aging.ca.gov.
 - b. The Annual Data Error Reports are due to CDA by a date specified by CDA, which can vary from year to year.
 2. The Contractor shall review and verify all quarterly and annual NAPIS SPR data for accuracy and make necessary corrections, in accordance with CDA requirements.
- E. Reporting Provisions Specific to the Ombudsman Program
- The Contractor shall take the following actions, or shall require its Subcontractor, the Local Ombudsman Program, to enter data into the Internet-based NORS utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.
1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data may be sent to the corresponding AAA.
 2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox (stateomb@aging.ca.gov) with a copy to the AAA.
- F. The Contractor shall have written reporting procedures specific to each program which include:

ARTICLE II. REPORTING PROVISIONS (Continued)

1. Collection and reporting of program data for the Contractor and Subcontractor.
 2. Ensuring accuracy of all data from the Contractor and Subcontractor.
 3. Verification of the Contractor and Subcontractor data prior to submission to the CDA Data Team.
 4. Procedures for the Contractor and Subcontractor on correcting data errors.
 5. A methodology for calculating and reporting:
 - a. Total estimated unduplicated clients in each non-registered service.
 - b. Total estimated unduplicated clients in all non-registered services.
 - c. Total estimated unduplicated clients across all registered and non-registered services.
 6. A performance data monitoring process.
- G. The Contractor shall orient and train staff and Subcontractor staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned, prolonged absences to ensure timely and accurate submission of data.
- H. Reporting Provisions Specific to Title VII-A, Chapter 3 Elder Abuse Prevention
1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037) to the OSLTCO mailbox (stateomb@aging.ca.gov) on the following reporting due dates:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

2. The Contractor shall also enter the quarterly aggregate number of “Elder Abuse Prevention, Education and Training Sessions” and “Elder Abuse Prevention Educational Materials” into CARS on a quarterly basis.

ARTICLE II. REPORTING PROVISIONS (Continued)

3. The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

I. Reporting Provisions Specific to Title III C-2

The contractor shall provide quarterly data about their Title III C-2 Wait List(s), using a template provided by CDA, via email to CDANutritionandHealthPromotion@aging.ca.gov. The categories may include, but are not limited to the following:

- Number of unduplicated clients on the Wait List
- Number of unduplicated clients removed from the Wait List
- Number of new unduplicated clients added to the Wait List

ARTICLE III. APPEAL PROCESS

- A. The Contractor may appeal an adverse determination as defined in 22 CCR 7702 using the appeal process established by CDA in 22 CCR 7700 through 7710.

Such appeal shall be filed within thirty (30) days of receipt of CDA's notice of adverse determination.

- B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and Title VII programs using the appeal process established in 22 CCR 7700 to 7710.
- C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I § 9535(k), and as specified in the procurement documents and contracts of the Contractor.
- D. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

- A. The Contractor shall submit a transition plan to the State within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII. of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:
 1. A description of how clients will be notified about the change in their service provider.

ARTICLE IV. TRANSITION PLAN (Continued)

2. A plan to communicate with other organizations that can assist in locating alternative services.
 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 4. A plan to evaluate clients in order to assure appropriate placement.
 5. A plan to transfer any confidential medical and client records to a new contractor.
 6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]
 8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
 9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. The Contractor shall implement the transition plan as approved by the State. The State will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by Exhibit D, Article XII. of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

- A. Transition of Local Ombudsman Services
1. The Contractor shall, upon receipt of notice of intent to terminate Ombudsman services by the subcontractor, notify the State Ombudsman in writing, within one (1) working day of the receipt of the notice.
 2. The Contractor shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

- a. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal (RFP). CDA shall allow the Contractor up to one hundred eighty (180) days to transition services to a new subcontractor.
- b. Continue the provision of mandated Ombudsman services as a direct service of the Contractor. CDA shall allow the Contractor up to one hundred eighty (180) days to transition services from the Subcontractor to the Contractor.

B. Transition Plan

- 1. The Contractor shall submit a Transition Plan to the State Ombudsman within fifteen (15) days from the occurrence of any of the following:
 - a. The Contractor's receipt of written notice of the Subcontractor's intent to terminate Ombudsman services.
 - b. The Contractor's written notice to the Subcontractor of its intent to terminate the subcontract for Ombudsman services.
 - c. The Contractor's receipt of written notice of CDA's intent to terminate the Contract for Ombudsman services.
 - d. The Transition Plan shall be submitted to:

CDA OSLTCO
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833
Attn: State Ombudsman
- 2. The Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:
 - a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.

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Exhibit E – Additional Provisions

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

- b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to an RFP and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.
 - 3. The Transition Plan shall, at a minimum, include the following:
 - a. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.
 - b. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.
 - c. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program, a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.
 - d. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients' records at the point of transfer to ensure timely continuation of Ombudsman services.
 - e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.
- C. The Contractor shall implement the Transition Plan as approved by the State Ombudsman. The State Ombudsman will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
- D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the State Ombudsman to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.

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Exhibit G – American Rescue Plan Funding

ARTICLE I. PURPOSE/OVERVIEW OF EXHIBIT

- A. In addition to the terms of this Exhibit G, Contractors that have accepted American Rescue Plan (ARPA) Funding must comply with Exhibits A, B, C, D, and E.

ARTICLE II. SCOPE OF WORK

- A. The Contractor shall:
- i. Implement the statutory provisions of the Title III and Title VII Older Americans Act Programs (“OAA”) [OAA § 306] in accordance with State and federal laws and regulations.
 - ii. Make every effort to utilize funding provided under this Agreement in a manner consistent with Administration for Community Living (ACL) guidance.
 - iii. Ensure that the local Long-Term Care Ombudsman Program (LTCOP), consistent with federal and state statutes and regulations applicable to Title VII and policies and procedures established by the Office of the State Long-Term Care Ombudsman (OSLTCO), will:
 - a. Enhance Ombudsman program complaint investigation procedures and processes during the COVID-19 public health emergency to address complaints related to abuse, neglect, and/or poor care;
 - b. Resume in-person visitation at such time as visitation is permitted under applicable federal, state, or local public health orders;
 - c. Conduct education and outreach on abuse and neglect identification and prevention during the COVID-19 public health emergency to residents, their families, and facility staff;
 - d. Maximize resident access to LTCOP representatives to the greatest extent feasible under applicable federal, state, or local public health orders by enabling and ensuring travel by LTCOP representatives. Continue purchase and use of Personal Protective Equipment to combat or prevent against COVID-19;
 - e. Continue purchase of technology, as needed;
 - f. Enable participation in state-level “strike teams” to address complaints related to care and neglect; and

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Exhibit G – American Rescue Plan Funding

- g. Provide information and assistance on transitions from long-term care facilities to community-based home care settings consistent with section 712(a)(3) of the Older Americans Act.

ARTICLE IV. BUDGET AND BUDGET REVISION

- A. Contractor will not be required to submit budgets for the American Rescue Plan funding.
- B. American Rescue Plan allows for up to 10% Administration funding. All Administration funding requires a 25% match. American Rescue Plan funding has the following service match requirements:
 - i. Title IIIB, IIIC-1, IIIC2
 - a. 15% match required for Services, at least 1/3 of which must come from State sources.
 - b. No match required for the portion of funds used to support the LTCO program.
 - c. Match may be pooled between IIIB, IIIC-1, and IIIC-2.
 - ii. Title IIID
 - a. No service match required.
 - iii. Title IIIE
 - a. 25% match required for Services.
 - iv. Area Plan Administration
 - a. No service match required.
 - v. Title VII Ombudsman
 - a. No service match required.

ARTICLE V. SUBCONTRACTS

- A. Contractors must follow all stipulations listed in Exhibit D regarding establishing subcontracts.
- B. Contractors are expected to adhere to all applicable federal and state laws and regulations, including, but not limited to, Administration for Community Living, Code of Federal Regulation, and State Contracting Manual guidance when establishing subcontracts and processing expenditures.

ARTICLE VI. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. Major Disaster Declaration Flexibility

The Contractor will not be required to transfer contract funds between line items under the following terms and conditions:

- i. The American Rescue Plan funds are available for full flexibility under California's Major Disaster Declaration (#DR-4482) of the Stafford Act (the Act). As such, the CAA Section 732 permits states to use any portion of the funds for disaster relief for older individuals. AAAs have discretion to spend any American Rescue Plan funding on disaster relief and will not be required to submit waivers or transfers to do so.

B. Equipment

Equipment/Property with per unit cost over \$5,000 or any computing devices, regardless of cost, requires justification from the Contractor and prior approval from CDA and must be included in the American Rescue Plan closeout.

ARTICLE VII. PAYMENTS

A. American Rescue Plan

The Contractor shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.

B. American Rescue Plan disbursements will be based upon reported expenditures as follows:

- CDA will disburse 25% of the Contractor's ARPA allocation as soon as FY 2021-22 Area Plan Amendment #3 is signed, returned to CDA, and executed.
- CDA will disburse 50% of the Contractor's ARPA allocation when the initial 25% allocation is reported as expended.
- CDA will distribute the final 25% of the Contractor's ARPA allocation when the previous 75% allocation is reported as expended. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.

C. CDA will complete all Requests for Funds on behalf of the Area Agencies on Aging network.

AP-2122 Amendment 3
Exhibit G – American Rescue Plan Funding

ARTICLE VIII. CLOSEOUT

- A. The American Rescue Plan closeout will be recorded separately from the Area Plan closeout using the specified forms. All contractors are required to submit Closeout Reports as instructed by CDA.
- B. Closeout reporting documents must be addressed to the CDA Local Finance Bureau.

ARTICLE IX. ASSURANCES SPECIFIC TO THIS AGREEMENT

- A. The following closely related programs identified by Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an “other cluster” for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization’s single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- 93.044 American Rescue Plan, 2021, Supportive Services Older Americans Act Title III-B.
- 93.045 American Rescue Plan, 2021, Congregate Meals Older Americans Act Title III-C-1.
- 93.045 American Rescue Plan, 2021, Home Delivered Meals Older Americans Act Title III-C-2.
- 93.043 American Rescue Plan, 2021, Preventative Health Older Americans Act Title III-D.
- 93.052 American Rescue Plan, 2021, Family Caregivers Older Americans Act Title III-E
- 93.042 American Rescue Plan, 2021, Long Term Care Ombudsman Older Americans Act Title VII Ombudsman.

“Cluster of programs” means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are defined by the consolidated Code of Federal Regulation (CFR) in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A “cluster of programs” shall be

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Exhibit G – American Rescue Plan Funding

considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. [Federal Office of Management and Budget]

- B. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by CDA.

ARTICLE X. REPORTING PROVISIONS

A. American Rescue Plan

- i. The Contractor shall (1) track the number of service units provided, the number of people served, and expenditures; and (2) submit this data to CDA as directed.

B. Reporting Provisions Specific to Title VII Ombudsman

- i. Contractors must continue maintaining records and documentation to support the charges against the federal awards.
- ii. The Contractor must document all activities, cases, and complaints in accordance with the National Ombudsman Reporting System (NORS) data collection requirements and that this data is routinely entered into the states' reporting software (ODIN):

Quarter	Reporting Period	Due Date
Quarter 1	October 1 - December 31	January 31
Quarter 2	January 1 - March 31	April 30
Quarter 3	April 1 - June 30	July 31
Quarter 4	July 1 - September 30	October 31

ARTICLE XI. CLOSEOUT

- A. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B, Attachment 4. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.



County of Inyo



Planning Department

CONSENT - ACTION REQUIRED

MEETING: April 12, 2022

FROM: Cathreen Richards

SUBJECT: Lone Pine Architectural Design Review Board Appointments

RECOMMENDED ACTION:

Request Board re-appoint Kathi Hall and appoint Sheyanne Quilter and Matthew Royce to the Lone Pine Architectural Design Review Board, to serve in the "Lone Pine Chamber of Commerce," "Public," and "Qualified Licensed Architect" categories, respectively, pursuant to Section 18.69.020(B) (1), (4) & (5) of the Inyo County Code.

SUMMARY/JUSTIFICATION:

Inyo County Code Section 18.69.020 describes these appointments to the Lone Pine Architectural Design Review Board:

- "A qualified licensed architect"
- Chamber of Commerce Member: "A member of the Chamber of Commerce representing the town or locale in which the D District (i.e., Design District) has been designated, recommended jointly to the Board of Supervisors by that Chamber of Commerce and the Planning Commissioner representing the Supervisorial district in which the D District has been designated."
- Public Member: "A member of the public residing in the town or locale in which the D District has been designated, recommended jointly to the Board of Supervisors by the Chamber of Commerce representing that town or locale and the Planning Commissioner representing the Supervisorial district in which the D District has been designated."

These appointments will be for a term of two years, to expire April 2024.

Mr. Brian Webb served on the Board for many years as the "Licensed Architect Member." Sadly, he has recently passed away. His dedication, professionalism and great attitude will be missed on the Board. He was greatly appreciated. Mr. Matthew Royce has volunteered to take the spot of Brian Webb and he meets the qualifications as a licensed architect. Ms. Linda Haun representing the "Public Member" requested to not be reappointed. Ms. Haun's dedication and cheery attitude will also be missed and we thank her for her many years of service. Ms. Sheyanne Quilter volunteered to take Ms. Haun's place. Ms. Kathi Hall has been serving in the Lone Pine Chamber of Commerce position for several terms and has expressed interest in continuing her service as a Board Member. Ms. Hall and Ms. Quilter have been recommended by the Lone Pine Chamber of Commerce, as well as

Planning Commissioner Scott Kemp, representing the Fifth District, to serve the two-year term ending in 2024. As a result, Planning staff recommends the reappointment and appointments to the Board.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not reappoint and appoint the three candidates to serve on the Lone Pine Architectural Design Review Board. This is not recommended as these three people are interested in serving as board members and care greatly for the integrity of design in Lone Pine.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The Planning Department (Budget Unit No. 023800) funds the costs of the Lone Pine Architectural Design Review Board and staff time for projects subject to it is paid by the applicants.

ATTACHMENTS:

APPROVALS:

Cathreen Richards
Darcy Ellis
Darcy Ellis
Cathreen Richards

Created/Initiated - 3/29/2022
Approved - 3/29/2022
Approved - 3/31/2022
Final Approval - 3/31/2022



County of Inyo

Planning Department

CONSENT - ACTION REQUIRED

MEETING: April 12, 2022

FROM: Cathreen Richards

SUBJECT: Roux Contract Amendment No. 1

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between County of Inyo and Roux Associates, amending the term of the agreement to be July 1, 2021 through June 30, 2023 and the contract limit to a new not-to-exceed limit of \$60,000, contingent upon the Board's adoption of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings and Andy Zdon has provided consistent and high quality consulting services for the evaluation and monitoring of groundwater applicable to those proceedings. The County has contracted with Andy Zdon for professional hydrological services associated with groundwater and the proposed Yucca Mountain repository since 2014. The current contract is with Roux and Associates. The proposed Amendment #1 is intended to extend the term of this current contract to June 30, 2023 and increase the contract amount to \$60,000. This increase is in anticipation of a new hydrological model run and review by Roux and Associates. The new model was produced by the USGS and may affect the groundwater evaluations related to the proposed Yucca Mountain Repository review with regard to ground water flows through the Amargosa and Death Valley areas.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Contract Amendment 1
2. Original Contract

APPROVALS:

Cathreen Richards
Darcy Ellis
John Vallejo
Amy Shepherd
Cathreen Richards

Created/Initiated - 4/4/2022
Approved - 4/5/2022
Approved - 4/7/2022
Approved - 4/7/2022
Final Approval - 4/7/2022

AMENDMENT NO. ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
ROUX ASSOCIATES FOR THE PROVISION OF
HYDROLOGICAL CONSULTING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Roux Associates (hereinafter referred to as Contractor) have entered into an Agreement for the provision of Hydrological Consulting Services dated June 15, 2021 on County of Inyo Standard Contract No. 156 for the term from July 1, 2021 to June 30, 2022 for an amount not to exceed \$20,000 (“Agreement”).

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.

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby Amend such Agreement as follows:

1. Amend Section 2 - TERM to July 1, 2021 to June 30, 2023.
2. Amend the term to July 1, 2021 – June 30, 2023 on Attachments A-E as applicable.
3. Amend Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$60,000.
4. Amend the not to exceed amount to be \$60,000 on Attachments A-E as applicable.

**AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND ROUX ASSOCIATES FOR THE PROVISION OF HYDROLOGICAL
CONSULTING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 31 DAY OF March, 2022.

COUNTY

CONTRACTOR

By: _____

By: _____



Digitally signed by Richard
Maxwell
Date: 2022.03.31 13:46:00
-07'00'

Dated: _____

Dated: March 31, 2022

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 COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Hydrological Consulting Services services of Roux Associates, 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 Planning 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 and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from July 1, 2021 to June 30, 2022 unless sooner terminated as provided below.

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 Planning 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 Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$20,000 _____ 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, including travel or per diem, 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, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result,

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

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities,

expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:	
Inyo County Planning Department	Department
PO Drawer L	Address
Independence, CA 93526	City and State

Consultant:	
Roux Associates, Inc.	Name
555 12th Street, Suite 250	Address
Oakland, CA 94607	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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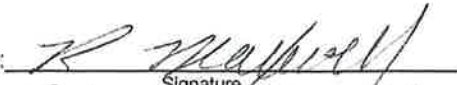
AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
15th DAY OF June, 2021.

COUNTY OF INYO

By: 
Dated: 06/15/2021

CONSULTANT

By: 
Signature
Richard Maxwell
Print or Type Name
Dated: 5/17/2021


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 Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2021

TO: June 30, 2022

SCOPE OF WORK:

1. Contractor shall assist the County in the continued review, evaluation and reporting of hydrological data and information related to the County's comments on the Final Supplemental Environmental Impact Statement (SEIS) that was prepared by the U.S. Nuclear Regulatory Commission (NRC) addressing the post closure impacts of the proposed Yucca Mountain nuclear waste repository on groundwater resources. The review, evaluation and reporting of the hydrological data and information will also be used to support and update, as appropriate, the County's long-standing contentions. This work shall include, but not be limited to, a review of any new hydrological models produced or updates to the Death Valley Regional Groundwater models (1-3) that might result in evidence that shows significant changes to groundwater issues compared to what was illustrated in the SEIS.
2. Contractor shall conduct monitoring of wells located in the Amargosa, Tecopa and Shoshone area for a total of no more than 1-time annually. Evaluation and reporting of the results of these monitoring events will be prepared for the County including any findings relevant to the County previous comments on the SEIS or evidence that shows significant changes to groundwater issues compared to what was illustrated in the SEIS. These findings will also be used as appropriate to support the County's long-standing contentions.
3. Contractor shall receive direction as to the scope of the work to be performed from the Inyo County Planning Department and/or the Inyo County County Counsel.
4. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
5. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Inyo County Planning Department for storage.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2021

TO: June 30, 2022

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services as described in Attachment A which are performed by the Contractor at County's request, at a rate not to exceed \$20,000.

2. INCIDENTAL EXPENSES:

County shall reimburse Contractor for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for incidental expenses shall be paid out of, and not in excess of, the amount of \$20,000.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2021

TO: June 30, 2022

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Contractor will be compensated only for expenses incurred while performing tasks specified in the Scope of Work. Travel and Per Diem expenses will be paid out of the \$20,000 total cost of the contracted work and travel only for tasks included in the Scope of Work will be reimbursed.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2021 **TO:** June 30, 2022

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2021

TO: June 30, 2022

FEDERAL FUNDS ADDENDUM

1. Section 12, Part B, *Inspections and Audits*, of the contract is amended to read;

"Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled "**County Property**" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2021

TO: June 30, 2022

FEDERAL FUNDS ADDENDUM

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

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

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

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: April 12, 2022

FROM: Sally Faircloth

SUBJECT: Purchase Order for Hi Desert Truck Driving School

RECOMMENDED ACTION:

Request Board: A) declare Hi Desert Truck Driving School of Lancaster, CA a sole-source provider; and B) authorize a purchase order in an amount not to exceed \$15,300, including expenses already incurred this fiscal year, payable to Hi Desert Truck Driving School of Lancaster, CA, for current training services to obtain commercial vehicle licensing as well as obtaining the Tanker Endorsement.

SUMMARY/JUSTIFICATION:

The Road Department, in years past, recruited operators that do not possess the current commercial license required for the Road Department. With those recruitments, allowances were made to provide training on the necessary vehicles so the employee could obtain the proper licensing through the local Department of Motor Vehicles. Because the local Department of Motor Vehicles no longer offers commercial class A endorsements, our Road Department has attempted to train our existing employee operators, and then shuttle the trained employees to Lancaster, the closest Department of Motor Vehicles testing facility, for testing. This was proving to be cost prohibitive and logistically cumbersome with the distance traveled and the ever-changing ideals and requirements of the Department of Motor Vehicles in a larger city environment.

After several failed attempts at field training locally and testing out of the area, the Road Department began looking for alternatives. The training program now consists of the operator obtaining the permit, getting familiar with the Class A vehicles during local operations, then proceeding on to a finishing school to prepare them for testing procedures. This preparation includes some city driving time to get comfortable on roads with a much different traffic dynamic, and becoming familiar with the most current Department of Motor Vehicles requirements. The Road Department researched and found that Hi Desert Truck Driving School meets the necessary requirements for training our employees, and is familiar with government operations. Hi Desert Truck Driving School is the only school in the Lancaster area that offers a flexible schedule, allowing our employees to begin training at any time, and is willing to assess an employee's skill level and train from that level forward. The school will also put our employees in a priority position for the completion of the training, set up the testing, and accompany our operator to the test facility, utilizing the school's vehicle. Other schools, if the employee is not successful after three attempts at testing, have a 'start over' requirement. Hi Desert School is structured in a way that they will continue to work with the employee until they pass the exam. With these conditions, Hi Desert Truck Driving School meets the requirements of being a sole-source provider for our training needs.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board choose not to approve the purchase order for Hi Desert Truck Driving School. This is not recommended as the County is required to have licensed operators, and Hi Desert provides a timely and valuable service to the County in training safe and courteous operators capable of immediately performing for Inyo County.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Office

FINANCING:

The funding for this is included in the FY 21/22 Road Budget #034600, object code #5265

ATTACHMENTS:

1. Course Description

APPROVALS:

Sally Faircloth	Created/Initiated - 3/30/2022
Darcy Ellis	Approved - 3/30/2022
Sally Faircloth	Approved - 3/31/2022
John Vallejo	Approved - 3/31/2022
Breanne Nelums	Approved - 3/31/2022
Amy Shepherd	Approved - 3/31/2022
Michael Errante	Final Approval - 3/31/2022

Hi-Desert Truck Driving School Inc.

Specializing in Class A, B and Bus Licenses

Tax I.D. 80-0758913

Approved by the State of California

Certified Trainers for Private and Departments



Course Description Professional Driver Class A

- | | |
|--|--|
| <ul style="list-style-type: none">• Pre-trip Outside, Cabin, Air Brake Inspection.• D.O.T Log Book, Cargo (Axle Weights).• Review current D.O.T Law Changes.• Yard Training: Hands on Training, and Skills.• Truck Training, Straight Backing, Alley Docking, Parallel Parking (Conventional & Side Sight).• Right & Left Turn Per D.M.V. Specifications.• Driving Instructions. and Post-trip Inspections | <ul style="list-style-type: none">• Equipment Safety Check.• Procedures for material handling loading and unloading.• Defensive and Emergency Driving.• Identifying various materials; and Identifying where different materials belong at the facility.• Instructed Classroom Preparation for Written Permit.• Study of CDL material, video, and lectures.• Driving: Speed Limits for Streets, Freeways, and School Zone.• Shifting Gears, Upgrade, Downgrade. |
|--|--|

Approved for Vocational Rehab (D.O.R.), E.D.D., Work Source, I-Train, TAA, GAIN, GROW, LACOE, SSI Pass, Fed-Ex, State Funds, Workers Comp, Indian Tribes, & Any Grant Vouchers

42739 5th St. East
Lancaster, CA 93535
(661) 726-7970

10888 La Tuna Canyon Rd.S2
Sun Valley, CA 91352
(818) 771-9884

Fax: (661) 940-1856

Hi-Desert Truck Driving School Inc.

Specializing in Class A, B and Bus Licenses

Tax I.D. 80-0758913

Approved by the State of California

Certified Trainers



Course Description Professional Driver Class A

- Length of Course: 4-10 Weeks
- Total Hours: 168 hrs.
- Languages: English and Spanish Courses Trainers Available
- Class Schedule: Monday - Friday 8:00 AM - 5:00 PM
- BPPE (School Code 74722111) Certified by the State of California
- DMV: School pays for All D.M.V. Fees for Driving Retest fees
- Certificate of Completion: Diploma/ Certificate Issued by School once completed program.
- Books and Supplies: Provided by School
- Tankers Endorsement- Additional Written Exam (\$100.00) Optional

Please mail all correspondents to the Lancaster Corporate Office

42739 5th St. East
Lancaster, CA 93535
(661) 726-7970

10888 La Tuna Canyon Rd. S2
Sun Valley, CA 91352
(818) 771-9884

Fax: (661) 940-1856

Course Description Professional Driver Class A

- **Class Room Training:**
Viewing of Training Videos on Truck Inspection, Cabin Inspection, Air Brake Inspection, and Driving Instructions. ELD Log book training.
- **D.O.T:** FMCSA guideline review such as; Hours of Service, Cargo (Axel Weights), Cargo securement, and all Safety Rules and Regulations. Review current D.O.T Law Changes. Loading and Unloading Cargo. Preventative Maintenance training. Pre and Post Inspection trips.
- **Yard Training:** Hands on Training, Truck Inspection, Cabin Inspection, Air Brake Inspection, and Skills & Backing Maneuvers, Behind-the-wheel.
- **Skills Taught:** Truck Training, Straight Backing, Alley Docking, Parallel Park, Right Turn Per D.M.V. Specifications.
- **Behind the Wheel:** Speed Limits for Streets, Freeways, and School Zone, Shifting Gears, Upgrade, Downgrade, and Simulated Downgrade, Road Training, Training and Learning all aspects of the Streets and Freeway, All Safety Aspects, students will drive on the Streets as well as Freeways. Clutch Usage, Brake Usage, Lane Usage, Knowledge of Signs, and Railroad Crossing.
- **Total Hours: 168 Hours**
80hrs. Class Training (Videos, Lectures, CDL Material)
40hrs. Yard Training 28hrs. Skills
12hrs. Behind the Wheel 8hrs. D.M.V.
- **DMV:** School will assist with making D.M.V. Examination Appointment.
- **Cost Breakdown:**

Tuition:	<u>\$4,051.00</u>
Registration Fee:	<u>\$250.00</u>
Fees, Supplies & CDL Material:	<u>\$699.00</u>

Total Cost: \$5,000.00

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Fax: (661) 940-1856



County of Inyo



Public Works - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: April 12, 2022

FROM: Robert Ross

SUBJECT: Award of Lone Pine Landfill Solar Project Bid

RECOMMENDED ACTION:

Request Board: A) award the contract for the Lone Pine Solid Waste Solar Project to YouVee Solar LLC of Ridgecrest, CA as the successful bidder; B) approve the construction contract between the County of Inyo and YouVee Solar of Ridgecrest, CA in the amount of \$54,600, 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:

The Public Works Department solicited bids for the Lone Pine Solid Waste Solar project. We only received one bid from YouVee Solar, LLC. Their bid was for \$54,600, \$4,600 over our budget. We are asking the Board to award the bid for \$54,600.00. There are sufficient funds in the Great Basin budget to cover the overage.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to accept this bid, but this is not recommended because Public Works believes this is a reasonable bid.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This project will be paid from the Great Basin Budget (610189), Professional Services (5265).

ATTACHMENTS:

1. Bid Proposal YouVee Solar

APPROVALS:

Robert Ross	Created/Initiated - 3/31/2022
Darcy Ellis	Approved - 3/31/2022
Robert Ross	Approved - 3/31/2022
Breanne Nelums	Approved - 4/5/2022
Denelle Carrington	Approved - 4/5/2022
Cap Aubrey	Approved - 4/6/2022
John Vallejo	Approved - 4/6/2022
Amy Shepherd	Approved - 4/6/2022
Michael Errante	Final Approval - 4/7/2022

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: YouVee Solar LLC
206 W Cobblestone LN
Ridgecrest, CA 93555

(Herein called "Bidder")

FOR: **LONE PINE SOLID WASTE SOLAR 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 Wednesday March 30, 2022 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, electronic, telephonic or fax proposals or modifications will be accepted.
- 2. BID AMOUNT TOTAL.** The total amount of this Bid for provision of the services and/or materials for completion of the Project in accordance with the Contract Documents is set forth herein as:
- 3. BID ADDITIVES.** The County reserves the right to award the base bid and any combination, including neither, of the bid additives.

MINIMUM PROJECT BID FORM – UNIT PRICE BID: Fully Functional Off-Grid Solar System

ABBREVIATIONS:

LS = LUMP SUM

SF = SQUARE FEET

LF = LINEAR FEET

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Design	1	LS	\$ 3,500	\$ 3,500
2	4.0 kW Solar PV Panels with mounting hardware, 10-400 Watts Solaria Power XT 400R-PM or equivalent	10	each	\$ 525	\$ 5,250
3	9.0 kW Sinewave Inverter, AC Continuous Sol-Ark 12K or equivalent	1	LS	\$ 9,750	\$ 9,750
4	15.2 kWh Lithium Iron Phosphate Battery system using SimpliPhi 3.8 kWh batteries or equivalent	4	each	\$ 3,800	\$ 15,200
5	All miscellaneous material including wiring	1	LS	\$ 3,500	\$ 3,500
6	Installation and Commissioning of Solar System	1	LS	\$ 14,600	\$ 14,600
7	10 Year Warranty on all Labor and Equipment	1	LS	\$ 2,800	\$ 2,800
TOTAL BASE BID AMOUNT:					\$ 54,600

PROJECT BID AMOUNT – UNIT PRICE BID:

BID TOTAL (IN NUMBERS): \$ 54,600

BID TOTAL (IN WORDS): Fifty-four thousand six hundred dollars and zero cents.

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 May 2020.

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

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

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

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

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

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.



This bid was received on March 29
20 22 @ 11:23 a.m.
Attest: Leslie Chapman,
Administrative Officer and Clerk of the
Board, Inyo County, California
By [Signature] Assistant

Long Pine Solid Waste Solar Project

Bid Forms

Page 3

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

Bidder's Name: YouVee Solar LLC

Address: 206 W Cobblestone Lane

Ridgecrest, CA Zip Code 93555
(The above address will be used to send notices or requests for additional information.)

Telephone: (760) 301-6677 or (760) 335-6611

Federal Identification No.: 45-2580902

Contractor's License No.: 1039465 State: CA

Classification: C-46, C-10 Expiration Date: 5/31/2022

Type of Business (check one):

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

Corporation (), Other (Specify) : Limited Liability Company (LLC)

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.

Dylan Riley, Owner / Operator, LLC Member

Marc Stockbauer, Owner / Operator, LLC Member

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

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

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

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

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

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

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

b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.

c. A violation of State or Federal law.

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

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

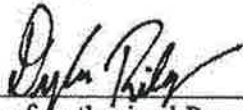
County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

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

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

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

3/23/2022

(Date)

Dylan Riley

(Printed Name)

Managing Member, YouVee Solar LLC

(Printed Title)

LONE PINE SOLID WASTE SOLAR PROJECT

CASHIER'S OR CERTIFIED CHECK
(BID PROPOSAL GUARANTEE)

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

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



Cashier's Check

No. 1120108855

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

91-170/1221

Date 03/28/22 09:42:54 AM

RIDGECREST

0004 0000505 0021

Pay

BANK OF AMERICA FIVE FOUR SIX ZERO CT SCTS

\$5,460.00

Five Thousand Four Hundred Sixty and 00/100 Dollars

To The COUNTY OF INYO

Order Of LONE PINE SOLID WASTE SOLAR PROJECT

Remitter (Purchased By): YOUVEE SOLAR LLC

Bank of America, N.A.
PHOENIX, AZ

[Signature]
AUTHORIZED SIGNATURE

⑈ 1120108855⑈ ⑆ 122101706⑆ 457002931717⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

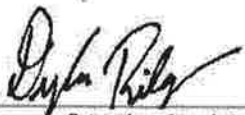
Bidder (print name) : YouVee Solar LLC

LONE PINE SOLID WASTE SOLAR PROJECT
DESIGNATION OF SUBCONTRACTORS

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

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

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER
			None	



 Signature of Authorized Person)

Managing Member

 (Title)

Dylan Riley

 (Printed Name)

3/23/2022

 (Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

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

LONE PINE SOLID WASTE SOLAR PROJECT

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

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

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

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

Dylan Riley, Managing Member

(Name and Title of Signer)


Signature

3/23/2022

Date

Company Name YouVee Solar LLC

Business Address 206 W Cobblestone Lane

Ridgecrest, CA 93555

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

LONE PINE SOLID WASTE SOLAR PROJECT

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

Dylan Riley, Managing Member
(Name and Title of Signer)


Signature

3/23/2022

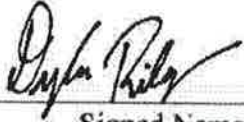
Date

Company Name Youvee Solar LLC

Business Address 206 W Cobblestone LN, Ridgecrest, CA 93555

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

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



Signed Name

3/23/2022

Date

Dylan Riley

Printed Name

PW-LR-1000878194

CA DIR Registration No.

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

LONE PINE SOLID WASTE SOLAR PROJECT

The undersigned declares:

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

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

3/23/2022, at Ridgecrest, CA
(Date) (City) (State)

Dylan Riley, Managing Member

(Name and Title of Signer)


Signature

3/23/2022

Date

Company Name YouVee Solar LLC

Business Address 206 W Cobblestone LN

Ridgecrest, CA 93555

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

LONE PINE SOLID WASTE SOLAR PROJECT

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

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

Yes _____ No X

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

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

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

PROGRESS HOUSE GENERATOR PROJECT

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

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

Dylan Riley, Managing Member

<hr/>	
	(Name and Title of Signer)
<hr/>	
Signature	3/23/2022
	<hr/>
	Date

Company Name	<u> YouVee Solar LLC </u>
Business Address	<u> 206 W Cobblestone Lane </u>
	<u> Ridgecrest, CA 93555 </u>



County of Inyo

Water Department

CONSENT - ACTION REQUIRED

MEETING: April 12, 2022

FROM: Aaron Steinwand

SUBJECT: Approval of an MOU with the Sierra Nevada Alliance for Seasonal Field Staff

RECOMMENDED ACTION:

Request Board approve the Memorandum of Understanding between the County of Inyo and Sierra Nevada Alliance for the provision of two AmeriCorps members in an amount not to exceed \$9,500 per member for the period of April 16, 2022 through September 30, 2022, and authorize the Water Director to sign.

SUMMARY/JUSTIFICATION:

The Inyo County Water Department (ICWD) seeks to obtain two (2) seasonal field assistants through a Memorandum of Understanding (MOU) with the Sierra Nevada Alliance (SNA) for summer field work to include vegetation monitoring and riparian studies for the 2022 season. A signed MOU must be received by SNA in order to move forward with the process of contracting with SNA for these personnel services.

If authorized and a contract is entered into between the County of Inyo and SNA, these seasonal positions would provide extra help needed to complete field work. The ICWD budget will benefit from a partnership with the SNA since significant cost savings will result.

For the current field season, April through September 2022, the County is responsible for \$9,500 per member for a total of \$19,000. ICWD will be responsible for two (2) members.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The County of Inyo has utilized this program many times over the years providing a cost savings to the County for seasonal summer field staff.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the action outlined in the Departmental Recommendation. This alternative would limit the ICWD's ability to meet commitments for monitoring along the Lower Owens River Project.

OTHER AGENCY INVOLVEMENT:

Sierra Nevada Alliance

FINANCING:

The Water Department has sufficient funds available for these positions from April 16, 2022 through September 30, 2022 in the Water Department budget (024102, object code 5265, Professional Services). Since these positions are paid in full by April 15, 2022, there is no need to consider the fiscal year 2022-2023. The ICWD is a non-general fund program so there is no impact to the County General Fund.

ATTACHMENTS:

1. Sierra Nevada AmeriCorps Partnership Memorandum of Understanding

APPROVALS:

Laura Piper	Created/Initiated - 3/15/2022
Darcy Ellis	Approved - 3/18/2022
Sue Dishion	Approved - 3/24/2022
John Vallejo	Approved - 3/24/2022
Amy Shepherd	Approved - 3/24/2022
Aaron Steinwand	Final Approval - 3/28/2022

Memorandum of Understanding Between Sierra Nevada Alliance And Inyo County Water Department

For implementation of the Sierra Nevada AmeriCorps Partnership (SNAP)

Effective Dates: April 1, 2022 – September 30, 2022
Members Service Term: April 16, 2022 – September 30, 2022

The purpose of this agreement is to establish the basic parameters of AmeriCorps participation at the host site. Failure to perform the duties outlined herein in a timely manner is grounds for dismissal of the Host organization from further participation in the Sierra Nevada AmeriCorps Partnership.

Number of AmeriCorps Members to be placed at this Host Site: 2

Responsibilities of the Sierra Nevada Alliance

- Lead on recruiting, initial interviewing and screening of AmeriCorps applicants
- Basic orientation and training, refresher trainings and graduation training to Members regarding AmeriCorps and SNAP
- Two-day orientation and training to Site Supervisors regarding AmeriCorps and the SNAP Program
- Ongoing site and Member support (at least one site visit per year, and regular email and phone contact)
- Assistance organizing regular subregional meetings and conference calls to support AmeriCorps Members in professional development, regional collaboration and the planning and implementing of service activities
- Support to Host Sites regarding Member monitoring
- Media outreach about Members and their work at least once during the year
- Member payroll and accounting systems
- Required progress reports for the AmeriCorps program
- Administration of grant funds and cash match for Members' living allowance, insurance, training, travel to trainings and other Member support costs.
- Ensure all Members are enrolled in Summit America health insurance policy.
- Sierra Nevada Alliance provide Workers Compensation coverage for all SNAP Members. All on-the-job injuries will be covered by the Alliance policy.
- Sierra Nevada Alliance provides General Liability Insurance Coverage of \$1,000,000 and Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence.

Responsibilities of the Host Site and Site Supervisor

*(Please **initial** each box on the following checklist before signing and returning this MOU.)*

Signing this document signifies agreement to the following:

Financial Requirements

- ___ Pay \$19,000 (Alliance Member Group Rate: \$8,000, Non Member Group Rate: \$8,500, or Agency Rate: \$9,500) non-federal cash match to the Sierra Nevada Alliance no later than April 15, 2022 to be applied to the Member's living stipend and health insurance and other SNAP program costs.*
** Note: failure to make payment on time is grounds for dismissal from the program.*
- ___ Pay a fee directly to the issuing agency per Site Supervisor (as well as any other employee whose time will be charged as in-kind contributions to the Sierra Nevada AmeriCorps Partnership Grant) for Livescan's FBI and California Department of Justice Background Check processing. The Sierra Nevada Alliance will not be paying this fee for the background check directly, it will be in the form of a reimbursement.*
** Note: Please be aware that the Livescan location that Site Supervisors utilize to take their fingerprints will charge fees. Contact your local LiveScan site for the fee amount.*
- ___ Reimburse all Host Site required Member travel. This includes travel to and from the office to project sites, travel to required non-SNAP trainings, etc.
- ___ The SNAP Program will reimburse Members for all SNAP required travel for SNAP trainings and events based on traveling in carpooling groups. If the Host Site schedules the Member so that they are not available to carpool with other SNAP Members to SNAP trainings and events, the Host Site will be responsible for reimbursing the Member's travel to and from the SNAP event.

Program Requirements

- ___ Utilize AmeriCorps Member/s only to provide services that support the SNAP mission. All Member service hours must be attributable to the following categories:
 - Watershed Restoration and Assessment
 - Watershed Education and Outreach
 - Volunteer Recruitment and Support
 - Member Training and Development
 - Resource Attainment
- ___ Treat AmeriCorps Member/s as part of your staff team. AmeriCorps Member/s should attend staff meetings, be formally introduced to all staff, and be invited to participate in in-house training, if appropriate.
- ___ Submit a formal Member Host Site Orientation Plan to SNAP Staff by April 1, 2022. SNAP Members must be oriented on Host Site rules, policies & procedures, and have a safety briefing.
- ___ The Host Site may hire the SNAP Member as a non-SNAP employee at their organization **ONLY** upon the completion of their half-term of service (5.5 months of service and a minimum of 900 service hours) by the Member.

- ___ Define, explain and recognize the service of your AmeriCorps Member/s and of your collaboration with the SNAP Program within your organization and community as a way to promote understanding of the AmeriCorps involvement in your community.
- ___ Ensure that Members abide by the SNAP Program policy that Members wear AmeriCorps service gear and identifiers during all service hours. SNAP Members must wear a SNAP or AmeriCorps shirt (provided by SNAP) while conducting service outside of the host site office (when dress code permits – i.e. not if at a conference or event with business casual or formal attire requirements, not when SNAP shirt would be a safety risk, etc.). AmeriCorps button is acceptable while in the Host Site Office.
- ___ Hold the member accountable to SNAP professional standards. This includes acting professionally at all times while serving; including demonstrating a constructive attitude about trainings, service projects and AmeriCorps ethics. Members who do not act professionally or behave in an inappropriate manner while serving may be dismissed from the program by SNAP Staff despite being in good standing with their Host Site.
- ___ Ensure that on each day in which a Member works up to six hours, a lunch break of at least 30 minutes is taken and if Member works up to twelve hours, they must have breaks totaling 1 hour.
- ___ Provide a positive and constructive work atmosphere for AmeriCorps Members to serve in.

Insurance Requirements

- ___ Maintain insurance of the following type and with the following minimum limits: Comprehensive General Liability Bodily Injury & Property Damage (including advertisers liability): \$1,000,000; Comprehensive Automobile Liability Bodily Injury & Property Damage: \$1,000,000.
- ___ Furnish evidence of such insurance to the Alliance by April 15, 2022. The evidence must be in the form of a Certificate of Insurance which shall name the following entity as additional insured: Sierra Nevada Alliance. The certificate shall contain a clause indicating that a 30-day notice of cancellation or material change will be provided. The Host Site will keep such insurance in effect throughout the Term of the MOU.

Administrative Requirements

- ___ Ensure timely completion, review and submission of all Member reports to the SNAP main office (Sierra Nevada Alliance), including but not limited to:
 - Members' monthly time sheets
 - Member monthly reporting trackers
 - Written Member evaluations three times yearly

- ___ Sites that fail to submit required reporting correctly by the due date published on the 2022 Reporting Checklist (distributed at the Pre-Service Orientation) will be invoiced for the additional staff time required to track down and or correct documentation. The SNAP Program will charge the Host Site \$100.00 after the first two weeks documentation is missing and an additional \$100.00 for each week thereafter. Failure to pay this invoice will result in the site being dropped from the program and the Member being assigned a new service position.
- ___ Notify the SNAP main office immediately if any AmeriCorps Member has more than one unexcused absence or tardiness, or if you become concerned about your Member's professional behavior.
- ___ Discuss the SNAP Member Contract with Member/s at your site and establish and uphold accountability standards set through this process. The SNAP Member Contract is signed by the Members and the SNAP Program Director prior to the start of service.
- ___ Provide office space, computer use and office equipment equal to the tasks in the Members' Service Plan. Email, web, and phone are required so Members can communicate with SNAP Staff and community contacts. Regular internet access is required.
- ___ Provide a safe office environment that protects the member's health, including providing an ergonomically correct work space.
- ___ Provide safe field environment and personal protective equipment for the members. This includes providing water, gloves, eye coverage and other equipment based on the field work at the site. **If Members will be working with hazardous or dangerous materials or in hazardous sites, members must be provided proper training.**
- ___ Provide your member with adequate training in identifying, avoiding, and working around Poison Oak if there is Poison Oak at your field sites and in your community.
- ___ Participate in site visits and evaluation activities, including visits by the SNAP Staff and possible site visits from CaliforniaVolunteers and other AmeriCorps officials.
- ___ Complete and submit a SNAP match form on a monthly basis. The match form documents in-kind expenses incurred through Member service and projects. Copies of the supporting documents for the match form must be provided with the match form. Originals must be kept at a secure location at your organization and must be made readily available for SNAP Staff or CaliforniaVolunteers upon request for three years.
- ___ Release AmeriCorps Member/s to attend regional orientations/trainings/meetings/work days and subregional meetings and conference calls. A calendar of trainings and meetings will be distributed to Host Sites at the first SNAP Training and Orientation. SNAP events will not exceed more than 10 full days of in-person mandatory training days, 6 workdays, and 10 hours of conference calls for the duration of Half-Term Member service in 2019.

Members should not be assigned any work from their Host Site while serving at SNAP events and/or trainings.

- ___ Release AmeriCorps Members to participate in California Volunteers, AmeriCorps, and SNAP required service days.
- ___ Make every effort to replace a Member who exits the program before May 15, 2022. If the program is unable to find a candidate to replace the member the pro-rated cash match would be returned to the Host Site. AmeriCorps Member/s can be replaced only if they have served less than 30% of 900 hours, no matter the start date of their service. Replacement Members must be able to complete the 900 hours by September 30, 2022. **Cash match for Members exiting after the May 15, 2022 deadline will not be reimbursed to the Host Site, but the Member may be able to be replaced.**

Supervisory Responsibilities

- ___ Designate a Site Supervisor to guide and mentor the SNAP Member while they are in service at your organization / agency.
- ___ Designated Site Supervisor(s) must attend the SNAP “Site Supervisor Orientation,” training on April 8, 2022 and participate in conference calls as scheduled (not to exceed monthly calls).
- ___ Appoint a new Site Supervisor if the designated and SNAP trained Site Supervisor leaves the Host Site or for any reason can no longer fulfill their duties as Site Supervisor. (In the event that a Site Supervisor leaves, the SNAP Program reserves the right to reevaluate the Host Site and deem whether or not Member/s will continue to serve with the organization/agency.) New Site Supervisors appointed after April’s Training and Orientation must attend virtual orientations for new Site Supervisors and complete background checks.
- ___ Ensure Members are in compliance with the Sierra Nevada AmeriCorps Partnership Personnel policies and the AmeriCorps Policies provided by the Sierra Nevada Alliance.
- ___ Participate in the SNAP Member recruitment process by receiving applications, conducting second round interviews, and selecting potential SNAP.
- ___ Finalize a service plan for the SNAP Member before April 1, 2022 with SNAP Staff.
- ___ Ensure the Member meets their program objectives and serves 900 hours of service before September 30, 2022.
- ___ Host Sites must receive approval from the SNAP Program Director prior to making any changes in Members’ Service Plans, activities or support prior to making the change.

- ___ Create service hours schedule (similar to office hours) assuring that the schedule allows the Member to meet program objectives and serve their 900 hours before September 30, 2022.
- ___ Ensure Members serve approximately an average of 40 hours per week throughout the course of their Service Term. While Members will have busy periods where they serve more than 40 hours a week with evening and weekend hours, this should not be the norm for their entire service period.
- ___ Ensure Members do not engage in clerical work and research unless such activities are essential for the Member's direct service.
- ___ Ensure that the Member does not participate in grant writing or fundraising unless the following conditions are met:
 1. Member does not fundraise or write grants toward the Host Site's cash match;
 2. Member does not write grants for federal grants;
 3. Fundraising and grant writing activities are written into the service plans prior to Member service and acknowledged by the Member as part of their upcoming service;
 4. Fundraising and grant writing must raise resources for Member direct service activities as opposed to the organization's general funds; and
 5. Member fundraising activities and grant writing cannot exceed 10% (90 hours) of their service hours.

The Site Supervisor will:

- ___ Schedule a regular meeting with the AmeriCorps Member (at least 30 minutes twice a month) to provide guidance, assistance, information, mentorship, resources and feedback.
- ___ Review and support the SNAP Member Contract outlining SNAP Program policies and procedures.
- ___ Introduce the Member to organization / agency procedures. Mentor and monitor relationships between the Member and staff with whom they serve.
- ___ Give Members appropriate guidance in specific skills needed for their service plan
- ___ Complete a written and signed evaluation of SNAP Member performance and meet to review each evaluation with the Member 2 times yearly April and September.
- ___ Verify SNAP Member's schedule and sign their timesheet once per month.
- ___ Schedule and conduct phone calls or emails with the SNAP Staff as requested.
- ___ Abide by the SNAP Personnel Policies process for warnings, suspension and release. For

for violating the rules set forth in this Personnel Policy, the Site Supervisor will do the following (except in cases where during the term of service the member has been charged with or convicted of a violent felony, possession, sale, or distribution of a controlled substance):

1. For the member's first offense, the site supervisor will issue a verbal warning to the member and email a description of the incident to SNAP Program Director or Regional Coordinator.
2. For the member's second offense, the Site Supervisor will call and email the SNAP Staff immediately. The Site Supervisor with SNAP Staff will together document the violations of the Personnel Policies, issue a written warning and reprimand the member. The Supervisor will include the SNAP staff in a meeting in-person or on the phone when presenting the written warning to the member. A copy of the written warning signed by the Site Supervisor and the Member will be given to the SNAP Staff for the Member's file.
3. For the member's third offense, the Site Supervisor will work with SNAP Staff to document the violations, issue a written warning and suspend the member. The Supervisor will include the SNAP staff in a meeting in person or on the phone when presenting the notification of suspension to the member. A copy of the written warning signed by the Site Supervisor and the Member will be given to the SNAP Staff for the Member's file. The member may be suspended for one day or more without compensation and will not receive credit for any service hours missed.
4. For the fourth offense, the Site Supervisor will call SNAP staff immediately. The SNAP Program may release the member for cause.

Prohibited Activities

- ___ AmeriCorps Member/s will not be used in a way that will displace an employee or position or infringe on an employee's promotional opportunities.
- ___ AmeriCorps Member/s will not accrue hours while working from home at any time.
- ___ AmeriCorps Members may not perform services or duties that have been performed by or were assigned to any:
 - a. Presently employed worker
 - b. Employee who recently resigned or was discharged
 - c. Employee who is subject to a reduction in force or who has recall right pursuant to a collective bargaining agreement or applicable personnel procedures
 - d. Employee who is on leave (terminal, temporary, vacation, emergency, or sick)
 - e. Employee who is on strike or is being locked out.
- ___ If AmeriCorps Members are performing service on boats of any kind, proper insurance must be in place and SNAP staff must be notified.

- ___ Any person employed by the Host Site within the preceding six months may not be placed as an AmeriCorps Member in that Host Site.

- ___ Members may not be temporarily or permanently reassigned tasks that are not related to the AmeriCorps project.

- ___ AmeriCorps Members are prohibited from engaging in lobbying activities or partisan political activities in the course of their duties, at the request of Host Site staff, or in a manner that would associate their activities with the Host Site or with AmeriCorps in any way. AmeriCorps Members may engage in these activities on their own time, at their own expense, and at their own initiative. Sites found to be in violation of this policy will be excused from the program immediately. If there is any question about whether an activity is permissible, please consult with the SNAP Program Director.

- ___ AmeriCorps Members cannot participate in any AmeriCorps Prohibited Activities while accruing service hours, in service of the Host Site or while identifying as an AmeriCorps Member. Some examples of prohibited activities include, but are not limited to, the following:
 - a. Efforts to influence legislation, including lobbying for AmeriCorps
 - b. Organizing or engaging in protest petitions, boycotts, or strikes
 - c. Assisting or deterring union organizing
 - d. Impairing existing contracts or collective bargaining agreements
 - e. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation or elected officials (including school levies)
 - f. Engaging in religious instruction
 - g. Providing a direct benefit to a for-profit entity, a labor union, a partisan political organization, an organization engaged in religious activities, or a non-profit entity without 501(c)(3) status
 - h. Organizing voter registration drives
 - i. Performing fundraising functions to help the Host Site raise cash match funds, or to fund general operating expenses, or providing fundraising assistance to other community-based organizations

Violation of any of the above terms will result in cancellation of this MOU by the Sierra Nevada Alliance. The Host Site will receive written cancellation notification from the Sierra Nevada Alliance. Host sites will not be reimbursed the Partner Cash Match if the Member on site is removed from the site due to a violation of the above terms.

I have read the MOU, and agree to follow the established guidelines and perform the established tasks.

- NAME:
- Agency Program Director or Non-
Profit Executive Director

DATE

- NAME:
- Designated Site Supervisor,
Organization/Agency

DATE

Jenny Hatch
Executive Director
Sierra Nevada Alliance

DATE

This signed agreement must be completed and returned before a Member may be placed at the site. Thank you.



County of Inyo



County Counsel

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: April 12, 2022

FROM: John Vallejo

SUBJECT: Open Meeting Laws

RECOMMENDED ACTION:

Request Board receive presentation on open meeting laws applicable to the Board of Supervisors.

SUMMARY/JUSTIFICATION:

Your Board requested to receive a presentation on the Brown Act for the benefit of Board Members and County constituents.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

John Vallejo
John Vallejo
Darcy Ellis

Created/Initiated - 4/7/2022
Approved - 4/7/2022
Final Approval - 4/7/2022



County of Inyo



County Administrator - Museum

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 12, 2022

FROM: Leslie Chapman

SUBJECT: Request to de-accession butterfly collection

RECOMMENDED ACTION:

Request Board: A) approve the deaccession of the "George E. Malcolm Jr. Lepidoptera Collection" from the Eastern California Museum permanent collections; and B) approve the transfer and permanent gift of the "George E. Malcolm Jr. Lepidoptera Collection" to the Natural History Museum of Los Angeles County from the Eastern California Museum.

SUMMARY/JUSTIFICATION:

In 1983, the Eastern California Museum (ECM) received a gift of over 11,500 lepidoptera (butterfly and moth) specimens to its artifact collection. This extensive collection includes specimens from Inyo County but is not exclusive to Inyo County.

In 1989, due to the size and scope of the butterfly collection, and the proper storage requirements for such a collection of butterfly specimens, ECM loaned the entire collection to the Natural History Museum of Los Angeles County (LACM). The collection has benefitted generations of researchers and scientists while on long-term loan to this venerable institution. This loan agreement was approved by the Inyo County Board Of Supervisors on February 9, 1989.

After 30 years of renewable 10-year period loan agreements, the permanent transfer of ownership of this butterfly specimen collection is recommended. ECM recognized in its request for the original loan approval that it lacked the capacity to properly care for, and make available for research, this vast collection. The Collections Management Policy for ECM states specific criteria for the de-accession of objects in its collection. This request is made in accordance with the following Collections Management Policy criteria:

- A) The museum is unable to preserve it properly, and
- B) the scholarly discipline to which the object is related (Natural Sciences, History, etc..) will best be served by the transfer of an object to another institution.

The Museum Administrator recommends that the Inyo County Board of Supervisors approve to de-accession this butterfly specimen collection and approve the permanent transfer of gift ownership of the "George E. Malcolm Jr. Lepidoptera Collection" to the Natural History Museum of Los Angeles County.

BACKGROUND/HISTORY OF BOARD ACTIONS:

In May, 2021, The Natural History Museum of Los Angeles County requested in writing that the George E.

Malcolm Jr. Lepidoptera Collection loan be transferred to a permanent gift. The collection is of scholarly significance to LACM and is preserved along with their other insect specimens. In a letter dated May 3, 2021, LACM curator, Brian Brown, states:

"I am writing to you with regard to the George E. Malcom Jr. Lepidoptera Collection of approximately 11,500 butterflies and moths, which has been on permanent loan to the Natural History Museum of Los Angeles County (LACM) for the past thirty years. During our period of stewardship, this collection has been integrated with the rest of the LACM collection (as stipulated in the original loan agreement), which consists of 6 million specimens of insects, including many thousands of other butterflies and moths. We request that this permanent loan be reclassified as a gift to our collection so that we may continue to care for and use this important collection.

The material from the Malcom collection is of great interest to researchers, as it dates from earlier in the last century, a time of great change in California. Understanding these changes is one of the important functions of our biological collections, and lepidopterists (people who study butterflies and moths) worldwide utilize the holdings of our insect collection of the LACM as one of the most important depositories for these types of specimens. Therefore, we think that the specimens would receive the most use, and therefore contribute the most to science by remaining part of the LACM collection."

Further, the Eastern California Museum administrator recognizes that this collection requires more specialized care and preservation than can be provided at an institution of our size and capacity. This collection was valued at over \$10,000 when it was gifted in 1983 and therefore reached the value threshold (\$2,500) to require Board of Supervisors approval for de-accession and permanent gift transfer. While the value of the collection is significant, the expense of maintaining it at Eastern California Museum would be prohibitive for a rural museum without expensive storage improvements and financial responsibility. The collection is not specific enough to the collections policy for the museum to warrant these obligations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Deny this de-accession and transfer of ownership request and direct ECM to find another suitable location for this significant butterfly collection. This is not recommended. The specimens have been included in the LACM collection of over 6 million insects while on a 30-year loan. Managing the collection at ECM would require expensive and ongoing care, without significant Inyo County provenance to justify this stewardship requirement in perpetuity.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

This request has no financial impact on the Fiscal year 2021-2022 budget. The Eastern California Museum total collection value would be decreased by the monetary value of the de-accessioned butterfly collection. However, additional expenses for the care of this vast specimen collection would also be avoided permanently.

ATTACHMENTS:

APPROVALS:

Shawn Lum
Leslie Chapman
John Vallejo
Amy Shepherd

Created/Initiated - 3/25/2022
Approved - 4/7/2022
Approved - 4/7/2022
Final Approval - 4/7/2022



County of Inyo

County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 12, 2022

FROM: Meaghan McCamman

SUBJECT: Request Board approve the Memorandum of Understanding forming the Eastern Sierra Rural Jobs Accelerator Partnership

RECOMMENDED ACTION:

Request Board approve a Memorandum of Understanding forming the Eastern Sierra Rural Jobs Accelerator Partnership for the purpose of organizing key community and regional stakeholders into a working group that focuses on the shared goals and needs of the emerging Climate Innovations Industry Cluster, contingent upon the award of a Rural Innovations Stronger Economy (RISE) grant through the United States Department of Agriculture (USDA), and authorize the County Administrative Officer to sign.

SUMMARY/JUSTIFICATION:

Inyo County, on behalf of the Eastern Sierra Small Business Resource Center (ESSBRC), has joined with the ICOE Adult Education Program, Cerro Coso Community College, and the Whitebark Institute to create the Eastern Sierra Rural Jobs Accelerator Partnership (RJAP). The RJAP's goal is to build regional workforce and business capacity in order to create and keep local jobs that support the exponential growth in Climate Innovations industries in the Eastern Sierra.

The RJAP is seeking a USDA Rural Innovation, Stronger Economy (RISE) Grant to establish, expand, and support the RJAP's Jobs Accelerator program. The RISE grant is intended to help rural communities identify and maximize local assets and connect to networks and industry clusters within their region. The RISE grant funding will build upon existing investments in key industries in our region, including the Eastern Sierra Climate and Communities Resilience Project (ESCCRP) and the related Eastern Sierra Pace and Scale Accelerator, and other new and emerging opportunities in the Climate Innovations cluster. The cluster includes, but is not limited to, industries around forestry and fire, natural resource management, sustainable recreation, and environmental science, planning and consulting.

Recent state and federal investments in the Climate Innovations industries in the Eastern Sierra constitute an extraordinary opportunity for local economic development, and the RJAP is seeking to support local small businesses and entrepreneurs to capitalize on this opportunity by preparing to become competitive and highly skilled contractors with the tools and resources to secure major federal contracts. The ESSBRC will serve as an Innovation Center for these small businesses and entrepreneurs, providing access to knowledge and resources, networking, collaboration space, securing access to capital, and building an 'entrepreneurship ecosystem;' ICOE and Cerro Coso will provide education, training, and certificate programs to develop a highly skilled workforce to staff these small businesses; and Whitebark Institute will implement a new pilot program, "Where the Rubber Meets the Road," to take new business owners with newly-trained staff to the finish line by offering an initial

opportunity to apply for a locals-only, entry-level, time-and-materials style contract for a single season on specific units that are suitable for first-time timber operators. This opportunity would allow the newly-minted contractor to work under close supervision and guidance from industry experts to learn the tricks of the trade to become a competent and successful service contractor on USFS lands in the eastern Sierra and beyond.

BACKGROUND/HISTORY OF BOARD ACTIONS:

This grant program builds off of recent state and federal investments in the Climate Innovations Industry cluster, including the Eastern Sierra Climate and Communities Resilience Project, the Lakes Basin Hazardous Fuels Reduction Project, the Eastern Sierra Pace and Scale Accelerator, among others.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to sign the agreement. This is not advised, as the RJAP would not be able to move forward with a RISE grant application, and our local workforce and small business owners would have fewer resources to support their growth and development into competitive bidders on major contracts in the burgeoning Climate Innovations Industry cluster.

OTHER AGENCY INVOLVEMENT:

Other members of the RJAP include Inyo County Office of Education, Cerro Coso Community College, and Whitebark Institute.

FINANCING:

No financing is necessary for this MOU. A 20% match will be required as a part of the RISE grant application on a per-activity basis.

ATTACHMENTS:

1. FINAL VERSION Partnership Agreement
2. Partnership Agreement Appendix A

APPROVALS:

Meaghan McCamman	Created/Initiated - 3/31/2022
Darcy Ellis	Approved - 4/1/2022
Leslie Chapman	Approved - 4/7/2022
John Vallejo	Approved - 4/7/2022
John Vallejo	Approved - 4/7/2022
Amy Shepherd	Final Approval - 4/7/2022

Memorandum of Understanding
Forming the Eastern Sierra Rural Jobs Accelerator Partnership

WHEREAS, the RJAP is being formed pursuant to 7 CFR § 4284.1112 for the purpose of organizing key community and regional stakeholders into a working group that focuses on the shared goals and needs of the Climate Innovations Industry Cluster.

WHEREAS, the following entities (“the Parties”) mutually desire to join the Eastern Sierra Rural Jobs Accelerator Partnership (“RJAP”) in the following capacities:

- **Inyo County** as the lead applicant, whose role is to support the development of the Small Business Resource Center (SBRC) until it is a standalone entity with its own staff and sustainable funding; and
- **Eastern Sierra Small Business Resource Center**, whose role is to support the development of existing and startup business in the Industry Cluster and serve as a small business Innovation Center; and
- **Inyo County Office of Education Adult Education Program**; whose role is to expose adult education students to the availability of jobs, internships, and training within the industry cluster, and create smooth transitions for students from existing adult education programs into the certificated and degree programs within the industry cluster, offered by partners at Cerro Coso Community College; and
- **Cerro Coso Community College**; whose role is to develop certificate programs and a degree pathway within the industry cluster in order to prepare the local population for an exponential increase in jobs in the industry cluster; and
- **Whitebark Institute**, whose role is to liaise with federal agencies and provide opportunities for small, single-season contracts for local operators without experience in National Forest contracts, while advising and training small business owners in a “Where the Rubber Meets the Road” program for local businesses in the industry cluster.

WHEREAS, the RJAP meets the requirements of 7 CFR § 4284.1112 by:

- Including representation from all of the entities outlined in subpart (a);
- Having a lead applicant that meets the requirements of subpart (b) – specifically, Inyo County, which meets the requirements of subpart (b)(3);
- Serving a rural region as required by subpart (c), specifically, Inyo and Mono Counties;
- Displaying all of the following characteristics as required by subpart (d):
 - The RJAP is large enough to contain critical elements of the industry cluster prioritized by the partnership.
 - Evidence: The RJAP serves the area of Inyo and Mono Counties, including the City of Bishop, and Town of Mammoth Lakes. These regions contain the critical elements of the Climate Innovations Industry Cluster, as explained in the ESSBRC Business Plan.
 - The RJAP is small enough to enable close collaboration among members of the partnership.
 - Evidence: The development of the Eastern Sierra Council of Governments (ESCOG) encompassing the RJAP service area; and sharing of a local community college with industry-cluster-related programming.
 - The RJAP includes a majority of communities that are located in a nonmetropolitan area that qualifies as a low-income community as defined in section 45D(e) of the Internal Revenue Code of 1986, and have access to broadband service.
 - Evidence: 16 out of 27 or 59% of communities located within the RJAP service area are low-income communities in a nonmetropolitan areas as defined in section 45D(e)(1)(B)(i).
 - The RJAP has access to broadband via Digital 395 and has plans to expand access via Inyo County’s participation in Golden State Connect’s broadband strategic plan partnership.
 - The RJAP has a population of 50,000 or fewer inhabitants.

- Evidence: The combined populations of Inyo and Mono Counties is 32,211, per the 2020 census
- Having one or more members of the partnership located in the targeted region as required by subpart (e).

NOW, THEREFORE, BE IT RESOLVED by the Parties that:

1. Each Party desires and agrees to join the RJAP.
2. The RJAP meets all of the requirements of 7 CFR § 4284.1112, as outlined above.
3. As a member of the RJAP, each Party agrees to carry out the tasks and assume the responsibilities outlined in Appendix A.
4. Each Party shall have one seat on the governing board of the RJAP. The governing board of the RJAP shall meet at least quarterly. At each governing board meeting, each Party shall be prepared to present a short report on the actions that it has taken to fulfill the tasks and responsibilities outlined in Appendix A.
5. The governing board shall be responsible for monitoring each Party's compliance with its tasks and responsibilities outlined in Appendix A.
6. All parties agree that the formation of this partnership is dependent upon the receipt of Rural Innovation Stronger Economy (RISE) grant funds; should those grant funds not be received, this partnership will cease to exist.
7. Upon the signing of this MOU by each of the Parties, the RJAP will be formally organized and shall commence as of that date.

COUNTY OF INYO

**EASTERN SIERRA SMALL BUSINESS
RESOURCE CENTER**

By: _____

By: _____

**INYO COUNTY OFFICE OF
EDUCATION**

**CERRO COSO COMMUNITY
COLLEGE**

By: _____

By: _____

WHITEBARK INSTITUTE

By: _____

Rural Jobs Accelerator Partnership Agreement

Appendix A: Partnership Members

Member Name: Inyo County

Member's Role in the Delivery of the RISE Program: Lead Applicant, lead in supporting the successful formation of the Small Business Resource Center (Innovation Center), responsible for liaising with the committee forming the Innovation Center and ensuring the hiring of qualified staff for the Innovation Center.

Member's Readiness to Contribute, including readiness to coordinate activities, finances, and outcomes:

Inyo County has extensive experience in grants administration and management, with an annual budget of \$122 million, including approximately \$7 million in federal grant funds from a variety of agencies. Inyo County is already well underway in the process of building the Innovation Center by forming a committee representing small business leaders from around the Eastern Sierra region, identifying funding for an economic development consulting agency to develop a business plan for the Innovation Center, and committing to a ten year lease on the facility.

Member's Ties to the Region: Local government, member of Eastern Sierra Council of Governments with neighboring Mono County, the City of Bishop, and the Town of Mammoth Lakes.

Member's History of Previous Collaboration with Other Participants: Inyo County has a long history of partnership with each of the participating entities.

Funds Requested: 0

Amount and Source of Anticipated Matching Funds: 0

Rural Jobs Accelerator Partnership Agreement

Appendix A: Partnership Members

Member Name: Eastern Sierra Small Business Resource Center (Innovation Center)

Member's Role in the Delivery of the RISE Program: The Eastern Sierra Small Business Resource Center will serve as the business innovation center for the RISE program. The Center will be responsible for developing programs to support existing and startup businesses in the Eastern Sierra to tap into the full business and economic development potential of the region. The Center includes business space and conference space for use by local businesses, will have regular educational programs, events, and meetups to encourage and mentor entrepreneurs, will provide training, coaching, access to funding resources, and concrete supports for local business development. The Center will hire a staff person to serve as lead and coordinator of the Rural Jobs Accelerator Partnership, and the facility will be used by the members of the Rural Jobs Accelerator Partnership as a venue to provide business development programming, including large group training as well as one-on-one technical assistance with small business owners.

Member's Readiness to Contribute, including readiness to coordinate activities, finances, and outcomes:

The Innovation Center is just entering the phase of moving from concept to execution. In 2021, Inyo County convened a group of small business stakeholders, including local entrepreneurs, the local Chamber of Commerce, the City of Bishop, and other interested parties, to serve as a committee to form the Small Business Resource Center. The County received a USDA Grant to hire an economic development expert to build a business plan, and has since acquired a building with a 10 year lease and has begun buildout of the Innovation Center. Inaugural introductory event was held on March 14, 2022 to celebrate the start of construction. The Innovation Center should be physically ready to house staff and begin providing services by Fall 2022.

Member's Ties to the Region: The Innovation Center will serve the whole Eastern Sierra, including Inyo and Mono Counties as well as the City of Bishop and the City of Mammoth Lakes.

Member's History of Previous Collaboration with Other Participants: New entity; currently supported by the County of Inyo and a committee including the City of Bishop, local businesses and entrepreneurs, and the Chamber of Commerce.

Funds Requested: \$230,000 per year for three years for staff, utilities, travel, supplies, and programs. \$690,000 total.

Amount and Source of Anticipated Matching Funds: Revenue replacement funds provided by ARPA (matching funds required of \$138,000 over 3 years, \$46,000 per year) -

Rural Jobs Accelerator Partnership Agreement

Appendix A: Partnership Members



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 12, 2022

FROM: Marilyn Mann

SUBJECT: Amending authorized strength and approving hiring of a B-Par Residential Caregiver I/II

RECOMMENDED ACTION:

Request Board amend the Authorized Strength in Behavioral Health by deleting two (2) A-Par Residential Caregiver I-III positions and adding one (1) B-Par Residential Caregiver I-III position.

SUMMARY/JUSTIFICATION:

Progress House is an Adult Residential Facility that provides housing and support to individuals with serious mental illness. The Residential Caregiver position provides daily care and support of residents living in this facility. Ensuring coverage of a facility 24 hours a day, 7 days a week, can be challenging. The facility employs 6 full-time Residential Caregivers and, prior to the current fiscal year, one B-Par Caregiver, who worked 29 hours a week.

During the FY 2021-2022 budget process, the Department recommended deleting the part-time (B-Par) Residential Caregiver position and replacing it with two A-Par (19 hours per week) positions. The Department hoped that this would provide for more flexibility in meeting the scheduling challenges.

The Department began advertising for the positions following the budget approval in September 2021. Following 6 months of failed recruitment, the Department is requesting a return to the previous staffing model in hopes that we will have better success in hiring a part-time person in the partially benefited, B-Par position. During the upcoming budget process, the Department will examine the feasibility of moving the position to a full-time one and whether this would help to improve the staffing challenges. The Department is requesting your support at this time by approving the recommended amendment to the authorized strength and authorize the hiring of a B-Par Residential Caregiver.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to maintain the current staffing structure and the Department would continue to recruit to fill the vacancies.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Funding includes Behavioral Health Realignment, Mental Health Services Act and Federal funding. This position is budgeted 100% in Community Mental Health (045200) in the salaries and benefits object codes. No County General Funds.

ATTACHMENTS:

APPROVALS:

Marilyn Mann	Created/Initiated - 3/29/2022
Darcy Ellis	Approved - 3/29/2022
Melissa Best-Baker	Approved - 3/29/2022
Keri Oney	Approved - 4/7/2022
Amy Shepherd	Approved - 4/7/2022
Marilyn Mann	Final Approval - 4/7/2022



County of Inyo



Water Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: April 12, 2022

FROM: Aaron Steinwand

SUBJECT: Owens Valley Groundwater Authority Meeting – April 14, 2022

RECOMMENDED ACTION:

Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for April 14, 2022.

SUMMARY/JUSTIFICATION:

At its next meeting, the OVGA will consider adopting a final 2022-23 budget (Table 1) as required by the Joint Powers Agreement (JPA). The proposed budget is balanced as required by the OVGA Bylaws by relying on approximately \$4500 from the existing fund balance (approximately \$347,000). Following adoption of an annual budget, the JPA requires that the matter of annual member funding contributions be considered (Annual Budget Funding Meeting). It is not a requirement to provide funding to remain a member of the OVGA, and no revenues from member contributions were included in the proposed budget. As part of this agenda item, the Inyo Board is requested to provide direction whether Inyo County will contribute additional funding to the OVGA in 2022-23. If necessary, the OVGA could hold the funding meeting immediately after the April 14th meeting to recalculate the vote shares after annual contributions are determined and included in the budget. If no Members provide a contribution, each will have two votes, and Interested Parties will have one vote each. Members that contribute to the annual budget will acquire additional votes according to the formula in Article IV, Section 2 of the JPA.

At its February meeting, the OVGA Board directed staff to prepare a final budget for consideration including expenses for the following Management Actions included in the GSP:

- Well registration and reporting ordinance – fill data gap
- Well permit review ordinance – database maintenance
- Increase groundwater level monitoring network (Inyo County – Round Valley and SW Owens Lake area)
- Administration – two meetings per year and operating expenses
- Acquire water quality and subsidence data from ongoing monitoring programs or studies - database maintenance
- Provide assistance acquiring state or federal funding-coordinate with IRWMP to seek and acquire grants for OVGA
- Participate in the Owens Lake Groundwater Working Group

After the withdrawal of Mono County becomes effective on July 1, 2022, these management actions can only be applied in the Inyo County portion of the Basin where the current members have jurisdiction. The purposes of the

proposed ordinances to fill data gaps in pumping (excluding de minimis or domestic users) and maintain an up-to-date public database (list of wells) have been discussed at previous meetings of this Board. In addition, the GSP included a project to increase the groundwater level monitoring network in portions of Round Valley and south of Owens Lake by relying on cooperating property owners to volunteer their domestic well for monitoring.

The GSP included a project to develop a groundwater model for the Tri-Valley portion of the basin. It is anticipated that the OVGA will not implement or seek funds for that project; the Tri-Valley Groundwater Management District has requested Mono County seek funds on behalf of the district for that project from the Inyo-Mono Integrated Regional Water Management Group.

At its March meeting, the OVGA also considered alternative staffing options. The OVGA concurred with the recommendation to continue to rely on the administrative, legal, and technical expertise provided by Inyo County and City of Bishop by revising the existing not-to-exceed contracts for staff services. The preference of the OVGA was to continue to rely on the Water Director to fulfill the Executive Manager duties. Contracting with outside consultants or agencies for these services would likely be more expensive and rely on individuals with less local knowledge and experience with the OVGA, GSP, and database. The ICWD will maintain the OVGA database as the repository of data received under the Long Term Water Agreement, and it is a relatively small task to incorporate the anticipated amount of data received if the Well Registration and Well Permit Ordinances are adopted. Similarly, the ICWD has experience operating a groundwater level monitoring network and could add that project to existing monitoring programs at a nominal cost.

The OVGA may consider modifying the GSA boundary along the Inyo-Mono County line as directed at the February OVGA meeting to accommodate changes in the OVGA membership. The recommended procedure in SGMA to modify the boundary is not clear, and guidance has been requested from DWR. If an OVGA resolution approving the modification is sufficient, it may be included for consideration at the April 14th meeting.

Alternatively, the procedure may require that the OVGA withdraw its original notice of intent to be the exclusive GSA for the Basin and file another notice for the modified boundary after the required public notice and hearing. If this more lengthy process is required, this agenda item will be informational.

The additional action item on the agenda is a request that the OVGA adopt findings pursuant to AB 361 after considering the existing State of Emergency in response to the COVID-19 pandemic, and that local officials continue to recommend measures that impact the ability of the members to meet safely in person. It is anticipated that the April 14 meeting will be conducted in person, but the option to meet via videoconference based on future conditions can be preserved if the findings are adopted. Informational items include a fiscal report and the status of the Proposition 1 grant final report.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

City of Bishop, Mono County, Indian Creek-Westridge CSD, Big Pine CSD, Lone Pine Paiute-Shoshone Tribe

FINANCING:

If the Board provides a contribution to the OVGA, staff will include the contributed amount in the appropriate Inyo County 2022-23 Budget.

ATTACHMENTS:

1. Draft FY 22-23 OVGA Budget
2. Draft OVGA April 14 Agenda

APPROVALS:

Aaron Steinwand
Darcy Ellis
Aaron Steinwand
John Vallejo
Amy Shepherd

Created/Initiated - 3/31/2022
Approved - 3/31/2022
Approved - 4/4/2022
Approved - 4/4/2022
Final Approval - 4/4/2022

Table 1: Draft FY 2022-23 OVGA budget.

Revenues	
Interest from treasury	\$4,000
Other Agencies (member contributions)	\$0
Fund balance transfer	\$4,500
Grant Retention	\$71,316
Total Revenue	\$79,816
Expenditures	
Fiscal Services	
Insurance	\$2,500
Subtotal	\$2,500
Staff Services	
Executive Manager	\$24,225
Staff services (Inyo and Bishop)	\$21,670
Agency: Inyo, Legal	\$10,500
Agency: Inyo, Fiscal Agent/Financial Services	\$4,000
Subtotal	\$60,395
Professional Services	
Website Maintenance	\$500
Outside Audit	\$5,000
Database Hosting	\$2,000
Subtotal	\$7,500
Miscellaneous Expenses	
Internal Copy Charges	\$500
Advertising	\$2,500
Office, Space & Site Rental	\$1,400
General Operating	\$500
Zoom Account	\$1,100
Subtotal	\$6,000
Management Action Contingency	\$3,123
Total Expenditures	\$79,518
Anticipated carry over balance	\$298

Owens Valley Groundwater Authority

April 14, 2022
2:00 PM

Board of Directors Regular Meeting Agenda

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Members of the public will be allowed to speak about each agenda item before the Board of Directors takes action on it. Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Directors or the Owens Valley Groundwater Authority.

Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the OVGA to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require alternative formatting of this agenda, please notify Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID 19 virus, Governor Newsom has signed AB 361 that temporarily modifies certain requirements of the Brown Act. The Owens Valley Groundwater Authority will conduct this meeting both in person at the Bishop City Council Chambers and via a Zoom webinar. Individual Directors may participate remotely and this in-person meeting will be conducted in accordance with local and State Department of Public Health orders and guidance and requirement of the California Division of Occupational Safety and Health (CalOHSa).

The Zoom webinar is accessible to the public at:

<https://us02web.zoom.us/j/85345723185?pwd=Y3Fsb2lwd3I3dUIjQUN4SmdLeEZDdz09>

To join by phone, refer to the numbers and webinar ID at the bottom of the agenda. To provide public comment, at the appropriate agenda item during the meeting, press the raise your hand button in the Zoom window. Public comment also may be provided by emailing comments, limited to **250 words or less**, prior to the meeting or before the staff report for the item has ended. Efforts will be made to read your comment, but submittals longer than 250 words may not be read or may be summarized due to time limitations. All comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon to lpiper@inyocounty.us, and identify in the subject line of the email which agenda item the comment addresses.

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

1. Pledge of allegiance.
2. Public comment.
3. Introductions.
4. Request that the OVGA adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.
5. Board Member Reports.
6. OVGA staff reports
 - a. Financial Report
 - b. Update on the Proposition 1 grant final report
7. Consideration of 2022-2023 OVGA budget

8. **Placeholder:** Consider resolution to modify OVGA GSA boundary
 9. Discussion regarding future meeting dates and agenda items.
 10. Adjourn.
-
-

Join the April 14, 2022 OVGA webinar:

Or one tap mobile:

US: +16699006833, 89188551131 or +13462487799, 89188551131

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 6833
+1 346 248 7799
+1 253 215 8782
+1 312 626 6799
+1 929 205 6099
+1 301 715 8592

Webinar ID: 853 4572 3185

Passcode: 481122

International numbers available: <https://us02web.zoom.us/j/85345723185>



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 12, 2022

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of April 5, 2022.

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 - 4/6/2022
Final Approval - 4/6/2022



Amy Shepherd
Auditor- Controller
ashepherd@inyocounty.us

(760) 878-0343
(760) 872-2700
(760) 876-5559
FAX: (760) 878-0391

COUNTY OF INYO
OFFICE OF THE AUDITOR-CONTROLLER
P. O. Drawer R
Independence, California 93526

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April 5, 2022

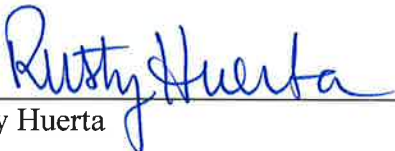
Honorable Board of Supervisors
County of Inyo
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd
Auditor-Controller

By: , Deputy
Rusty Huerta

STATEMENT

MONEY IN COUNTY TREASURY

FOR DECEMBER 28, 2021-MARCH 29, 2022

STATE OF CALIFORNIA
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26920 of the Government Code, and being duly sworn on oath, makes the following report for the period ending March 29, 2022

Amount of money that should be in the treasury on March 29, 2022

is	\$188,299,278.93	
Receipts from 122821-032922	\$35,296,604.64	
(Less paid warrants) Amount actually therein is	(\$48,648,766.18)	
Active Balance		\$6,480,621.59
BANK DEP ON HAND		\$0.00
LAIF		\$40,500,000.00
UBS MONEY MARKET		\$3,500,000.00
LOCAL AGENCY DEBT		\$493,582.78
FEDERAL AGENCIES		\$105,000,000.00
FA-TREASURY NOTES/BONDS		\$0.00
COMMERICAL PAPERS		\$6,994,359.45
CORPORATE OBLIGATION		\$0.00
CD		\$7,193,000.00
US BANK MONEY MARKET		\$3,301,315.87
CHECKS		
CURRENCY		\$310.00
SILVER		\$28.19
	174,947,117.39	\$173,463,217.88

Difference:

12/27/21 REMOTE DEPOSIT IN TRANSIT	(\$1,475,494.88)
12/27/21 ED#9703: POOLED DP TXFR-CK#2086	(\$941.25)
12/27/21 VAULT DEPOSIT IN TRANSIT	(\$103,800.00)
12/27/21 CUSIP:31846V567-SETTLEMENT	\$937.65
3/29/22 REMOTE DEPOSIT IN TRANSIT	\$693.80
3/29/22 VAULT DEPOSIT IN TRANSIT	\$62,927.00
3/29/22 ECSB#6463: WIRE TXRFR TO UB	\$3,000,000.00
3/29/22 NCR: PROCESSED INCORRECT CREDIT 500 ERR	(\$77.99)
3/29/22 CUSIP#31846V567-SETTLEMENT	-344.82
DIFFERENCE TOTAL(S)	\$1,483,899.51

Amy Shepherd

County Auditor

Subscribed and sworn to before me this

5th

day of

April 2022



[Signature]
Assistant Clerk of the Board of Supervisors
INYO COUNTY

Commissioners
Samantha Murray, President
Del Mar
Erika Zavaleta, Vice President
Santa Cruz
Jacque Hostler-Carmesin, Member
McKinleyville
Eric Sklar, Member
Saint Helena
Vacant, Member

STATE OF CALIFORNIA
Gavin Newsom, Governor

Melissa Miller-Henson
Executive Director
P.O. Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
fgc@fgc.ca.gov
www.fgc.ca.gov

Fish and Game Commission



*Wildlife Heritage and Conservation
Since 1870*

MEETING AGENDA April 20-21, 2022

**Monterey County Fair & Event Center, Seaside Room
2004 Fairground Road, Monterey, CA 93940**

and

Webinar/Teleconference

and

**Trinidad Rancheria, Administrative Office Conference Room
1 Cher-Ae Lane, Trinidad, CA 95570**

The meeting will be live streamed; visit www.fgc.ca.gov the day of the meeting to watch or listen. To provide public comment during the meeting, please join at an in-person location, via Zoom, or by telephone; [click here for instructions on how to join.](#)

Note: See important meeting deadlines and procedures, including written public comment deadlines, starting on page 12. Unless otherwise indicated, the California Department of Fish and Wildlife is identified as Department.

DAY 1 – April 20, 2022, 8:30 AM

CALL TO ORDER/ROLL CALL TO ESTABLISH QUORUM

- 1. Consider approving agenda and order of items**

GENERAL PUBLIC COMMENT

- 2. General public comment for items not on the agenda**

Receive public comment regarding topics within the Commission's authority that are not included on the agenda.

Note: *New petitions for regulation change submitted since the previous meeting are now received under the agenda item "Regulation change petitions."*

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (sections 11125 and 11125.7(a), California Government Code).

DISCUSSION AND ACTION ITEMS

3. **Commission executive director and Department reports**

Receive updates on items of note since the previous Commission meeting.

(A) ***Commission executive director's report***

(B) ***Department director and Law Enforcement Division***

4. **Justice, equity, diversity and inclusion**

Receive and discuss an update on developing the justice, equity, diversity, and inclusion (JEDI) plan.

5. **Clarification of allowed and prohibited uses for state marine recreational management areas (SMRMAs)**

Consider authorizing publication of notice of intent to amend regulations to clarify allowed and prohibited uses for SMRMAs.

(Amend subsections 632(b)(9), (37), (41), (42), and (91), Title 14, CCR)

6. **Recreational clam, sand crab, and shrimp gear**

Consider adopting proposed regulations to continue the emergency regulations prohibiting use of hydraulic pump gear for recreational take of clams, sand crab and shrimp through a regular rulemaking.

(Amend sections 29.05, 29.20 and 29.80, Title 14, CCR)

7. **Pink (ocean) shrimp fishery management plan**

Consider adopting *Pink (Ocean) Shrimp*, *Pandalus jordani*, *Fishery Management Plan*. (Pursuant to Section 7075, et seq., Fish and Game Code)

8. **Pending aquaculture lease amendment requests**

(A) ***Tomales Bay Oyster Company***

Consider approving Department recommendation to approve adding new methods and further evaluate new species requested for State Water Bottom Lease No. M-430-05 in Tomales Bay.

(Pursuant to Section 15400, Fish and Game Code)

(B) ***Hog Island Oyster Company***

Receive updated request and Department recommendation concerning request to authorize harvest of edible macroalgal species naturally recruited on aquaculture gear for state water bottom lease nos. M-430-10, M-430-11, M-430-12, and M-430-15 in Tomales Bay.

(Pursuant to Section 15400, California Fish and Game Code)

Potential action is expected to be scheduled for the June 15-16, 2022 meeting.

9. **Regulation change petitions (marine)**

(A) ***New petitions***

Receive new petitions for regulation change.

Consideration of whether to grant, deny, or refer for additional review is expected to be scheduled for the June 15-16, 2022 meeting.

- (B) **Previously received petitions – None scheduled**
Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Any petitions granted today will be added to the Commission’s rulemaking calendar for development and future consideration. (Pursuant to Section 662, Title 14, CCR)

10. Non-regulatory requests from previous meetings (marine)

Consider and potentially act on requests for non-regulatory action received from members of the public at previous meetings.

11. Licensing and permitting decisions to rely upon as precedent

Consider designating past Commission licensing and permitting decisions as precedent. (Pursuant to Section 11425.60, Government Code)

12. Committee and Department reports

Receive updates on items of note since the previous Commission meeting.

(A) **Marine Resources Committee**

Receive summary and consider approving recommendations from the March 24, 2022 committee meeting. Discuss referred topics and consider revisions to topics and timing.

(B) **Department Marine Region**

- I. Update on annual recreational ocean salmon and Pacific halibut regulations, and automatic conformance to federal regulations.

(C) **Tribal Committee**

Receive verbal summary and consider approving recommendations from the April 19, 2022 committee meeting. Discuss referred topics and consider revisions to topics and timing.

DAY 2 – April 21, 2022, 8:30 AM

CALL TO ORDER/ROLL CALL TO ESTABLISH QUORUM

PUBLIC COMMENT

13. General public comment for items not on the agenda

Receive public comment regarding topics within the Commission’s authority that are not included on the agenda.

Note: New petitions for regulation change submitted since the previous meeting are now received under the agenda item “Regulation change petitions.”

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (sections 11125 and 11125.7(a), Government Code).

CONSENT ITEMS

Note: Items on the consent calendar are expected to be routine and non-controversial. After public comment, the Commission will consider approving items on the consent calendar in a single vote without discussion. The presiding commissioner may choose to remove any item from the consent calendar and allow a separate discussion and potential action on that item in response to a request by a Commission member, staff, or an interested person.

14. **Five-year private lands wildlife habitat enhancement and management area (PLM) plans**

Consider approving five-year PLM plans and 2022-2026 licenses for:
(Pursuant to Section 601, Title 14, CCR)

- (A) San Benito County
 - I. Lewis Ranch
 - II. Trincherero Ranch
- (B) San Luis Obispo County
 - I. Avenales Ranch

15. **Annual PLM plans**

Consider approving annual PLM plans and 2022/2023 licenses for:
(Pursuant to Section 601, Title 14, CCR)

- (A) Del Norte County
 - I. Alexandre Ecodairy Farms PLM
 - II. Smith River PLM
- (B) Humboldt County
 - I. Big Lagoon
 - II. Cottrell Ranch
 - III. Diamond C Outfitters
 - IV. Hunter Ranch
 - V. Klamath PLM
 - VI. Rainbow Ridge PLM
 - VII. Redwood House Ranch
 - VIII. Wiggins Ranch
- (C) Kern/Los Angeles counties
 - I. Tejon Ranch
- (D) Mendocino County
 - I. Ackerman-South Daugherty WMA
 - II. Amann Ranch
 - III. Antler Hill Ranch
 - IV. Bridges Ranch
 - V. Capistran Ranch
 - VI. Carley Ranch
 - VII. Christensen Ranch
 - VIII. Eden Valley Ranch
 - IX. Miller-Eriksen Ranch
 - X. Schneider Ranch

- XI. Seven Springs Ranch
- XII. Shamrock Ranch
- XIII. Six Point Ranch
- XIV. Summer Camp Ranch
- (E) Merced County
 - I. DeFrancesco-Eaton Ranch
- (F) Monterey County
 - I. Alexander Ranch
 - II. Gabilan Ranch
 - III. Hartnell Ranch
 - IV. Indian Valley Cattle Company (Lombardo Ranch)
 - V. Peachtree Ranch
 - VI. San Bartolome Ranch PLM
 - VII. SkyRose Ranch, LLC PLM
 - VIII. Work Ranch
- (G) Monterey/San Benito counties
 - I. Morisoli Ranch
- (H) Monterey/San Luis Obispo counties
 - I. Camp 5 Outfitters – Roth Ranch PLM
- (I) San Benito County
 - I. Lone Ranch
 - II. Rancho La Cuesta
- (J) San Luis Obispo County
 - I. Carnaza Ranch
 - II. Carrizo Ranch
 - III. Chimney Rock Ranch
 - IV. Clark & White Ranches
 - V. D-Rafter-“L” Ranch, LLC
 - VI. Hearst Ranch
- (K) San Luis Obispo and Kern counties
 - I. Temblor Ranch
- (L) Shasta County
 - I. Stackhouse Ranch
- (M) Stanislaus County
 - I. Rooster Comb Ranch
- (N) Tehama County
 - I. 3D Ranch
 - II. Bell Ranch
 - III. R Wild Horse Ranch
- (O) Trinity County
 - I. Stewart Ranch
 - II. Travis Ranch

- 16. Wild Trout Waters**
Receive Department recommendation and consider adopting proposed amendments to the Commission's Designated Wild Trout Waters policy.
(Pursuant to Section 1727, Fish and Game Code)
- 17. Inyo rock daisy**
Consider approving the Department's request for a 30-day extension to review the petition to list Inyo rock daisy (*Perityle inyoensis* synonym *Laphami inyoensis*) as threatened or endangered under the California Endangered Species Act (CESA).
(Pursuant to Section 2073.5, Fish and Game Code)
- 18. Temblor legless lizard**
Receive the Department's 90-day evaluation report on the petition to list Temblor legless lizard (*Anniella alexanderae*) as threatened or endangered under CESA.
(Pursuant to Section 2074.2, Fish and Game Code)
- 19. Western Joshua tree**
Receive the Department's one-year status review report on the petition to list western Joshua tree (*Yucca brevifolia*) as threatened under CESA.
(Pursuant to Section 2074.6, Fish and Game Code)
- 20. Milo Baker's lupine**
Receive the Department's one-year status review report on the petition to change the status of Milo Baker's lupine (*Euphydryas Editha quino*) from threatened to endangered under CESA.
(Pursuant to Section 2074.6, Fish and Game Code)

DISCUSSION, ACTION, AND INFORMATIONAL ITEMS

- 21. Northern California summer steelhead**
Consider ratifying findings for the decision to list northern California summer steelhead (*Oncorhynchus mykiss irideus*) as endangered under CESA.
(Pursuant to sections 2074 and 2074.2, Fish and Game Code)
- 22. Desert pupfish**
Receive presentation on the Department's five-year status review report for desert pupfish (*Cyprinodon macularius*), which is listed as endangered under CESA.
(Pursuant to sections 2074 and 2074.2, Fish and Game Code)
- 23. Southern California Steelhead**
Consider and potentially act on the petition, Department's evaluation report and comments received to determine whether listing southern California steelhead (*Oncorhynchus mykiss*) as endangered under CESA may be warranted.
(Pursuant to sections 2074 and 2074.2, Title 14, CCR)
If the Commission determines that listing may be warranted, the Department will undertake a one-year status review before the Commission can make a final decision on listing, and southern California steelhead will become a candidate species pursuant to Section 2074.2 of the Fish and Game Code.

- 24. Conditional take of southern California steelhead**
 If the Commission determines that listing may be warranted, consider regulatory action to allow take of southern California steelhead (*Oncorhynchus mykiss*) under certain circumstances by either authorizing a notice of intent to adopt a regulation at a future meeting or adopting an emergency regulation at this meeting, and consider taking final action under the California Environmental Quality Act.
 (Pursuant to sections 399 and 2084, Fish and Game Code)
- 25. Game fish contests**
 Consider authorizing publication of notice of intent to amend game fish contest regulations. (Amend Section 230, Title 14, CCR)
- 26. Sport fishing regulations updates**
 Consider authorizing publication of notice of intent to amend freshwater and ocean sport fishing regulations. (Amend sections 2.00, 2.25, 2.30, 5.00, 5.15, 5.41, 5.75, 5.79, 5.85, 5.87, 7.40, 7.50, 8.00, and 29.85, Title 14, CCR)
- 27. Central Valley sport fishing**
 Discuss proposed amendments to Central Valley sport fishing regulations.
 (Amend subsections 7.40(b)(4), (43), (66) and (80), Title 14, CCR)
- 28. Klamath River Basin sport fishing**
 Discuss proposed amendments to Klamath River Basin sport fishing regulations.
 (Amend subsection 7.40(b)(50), Title 14, CCR)
- 29. Waterfowl hunting**
 Consider adopting proposed amendments to waterfowl hunting regulations.
 (Amend Section 502, Title 14, CCR)
- 30. Regulation change petitions (wildlife and inland fisheries)**
- (A) ***New petitions***
 Receive new petitions for regulation change.
 (Pursuant to Section 662, Title 14, CCR)
Consideration of whether to grant, deny, or refer for additional review is expected to be scheduled for the June 15-16, 2022 meeting.
- (B) ***Previously received petitions***
 Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Any petitions granted today will be added to the Commission’s rulemaking calendar for development and future consideration.
 (Pursuant to Section 662, Title 14, CCR)
- I. *Petition 2021-020*: Request to adopt special regulations for the North Yuba River
 - II. *Petition 2021-027*: Request to eliminate open hunting season for black bear until the Department’s bear management plan is updated
 - III. *Petition 2022-01*: Request to prohibit waterfowl hunting in specific areas along the shoreline near Benicia and Southhampton Bay
 - IV. *Petition 2022-02*: Request to create a new class of deer hunting tags restricted to method of take such as traditional archery and muzzleloading shotgun and rifle.

31. Non-regulatory requests from previous meetings (wildlife and inland fisheries)

Consider and potentially act on requests for non-regulatory action received from members of the public at previous meetings.

32. Committee and Department reports

Receive updates on items of note since the previous Commission meeting.

(A) ***Wildlife Resources Committee***

Discuss referred topics and consider revisions to topics and timing. Consider approving draft agenda topics for the next committee meeting on May 19, 2022.

(B) ***Department Wildlife and Fisheries Division, and Ecosystem Conservation Division***

33. Commission administrative items

(A) Legislation and other agency regulations

(B) Rulemaking timetable updates

(C) Future meetings – May 19 and June 15-16, 2022

(D) New business

Adjourn

EXECUTIVE SESSION

(Not Open to Public)

At a convenient time during the regular agenda of the meeting listed above, the Commission will recess from the public portion of the agenda and conduct a closed session on the agenda items below. The Commission is authorized to discuss these matters in a closed session pursuant to Government Code Section 11126, subdivisions (a)(1), (c)(3), and (e)(1), and Fish and Game Code Section 309. After closed session, the Commission will reconvene in public session, which may include announcements about actions taken during closed session.

- (A) Pending litigation to which the Commission is a Party
 - I. Almond Alliance of California et al. v. California Fish and Game Commission and California Department of Fish and Wildlife (bumble bees California Endangered Species Act determination)
 - II. The Ballona Wetlands Land Trust v. California Fish and Game Commission (Ballona Wetlands Ecological Reserve petition for regulation change)
 - III. California Construction and Industrial Materials Association et al. v. California Fish and Game Commission (western Joshua tree California Endangered Species Act determination)
 - IV. Albert Thomas Paulek v. California Fish and Game Commission (CEQA determination regarding Section 749.10, Title 14, CCR authorizing take of western Joshua tree under 2084)
 - V. Albert Thomas Paulek v. California Fish and Game Commission (CEQA determination regarding Sections 749.11 and 749.12, Title 14, CCR authorizing take of western Joshua tree under section 2084)
 - VI. Fall River Conservancy and California Trout v. California Fish and Game Commission and California Department of Fish and Wildlife (CEQA determination regarding amendments to inland trout regulations)
- (B) Possible litigation involving the Commission
- (C) Staffing
- (D) Deliberation and action on license and permit items
 - I. Consider the proposed decision in Agency Case No. 17ALJ12-FGC, the appeal filed by Mai A Ngo Tran regarding reinstatement of sport fishing privileges, and Agency Case No. 19ALJ18-FGC, the appeal filed by Minh Gia Tran regarding reinstatement of sport fishing privileges.
 - II. Consider the proposed decision in Agency Case No. 19ALJ09-FGC, the accusation filed against John Crowe regarding revocation of a commercial fishing license and a lobster operating permit.

California Fish and Game Commission 2022 Meeting Schedule

Note: As meeting dates and locations can change, please visit www.fgc.ca.gov for the most current list of meeting dates and locations. All Commission meetings will include a webinar/teleconference option for attendance and every effort will be made to ensure that committee meetings include the same.

Meeting Date	Commission Meeting	Committee Meeting
May 19	Redding (teleconference)	
May 19		Wildlife Resources Redding
June 15-16	Los Angeles/Orange County	
July 14		Marine Resources San Diego area
August 16		Tribal Fortuna
August 17-18	Fortuna	
September 15		Wildlife Resources Los Angeles/Inland Empire
October 12-13	Truckee	
November 17		Marine Resources Monterey area
December 13		Tribal San Diego area
December 14-15	San Diego area	

Other Meetings of Interest

Association of Fish and Wildlife Agencies

- September 18-21, 2022 – Fort Worth, TX

Pacific Fishery Management Council

- June 7-14, 2022 – Vancouver, WA
- September 7-14, 2022 – Boise, ID
- November 2-8, 2022 – Orange County, CA

Pacific Flyway Council

- August 26, 2022 – Juneau, AK

Western Association of Fish and Wildlife Agencies

- July 10-15, 2022 – Oklahoma City, OK

Wildlife Conservation Board

- May 26, 2022 – Sacramento, CA
- August 25, 2022 – Sacramento, CA
- November 17, 2022 – Sacramento, CA

Important Commission Meeting Procedures Information

Welcome to a Meeting of the California Fish and Game Commission

April marks the beginning 153 years of operation of the Commission in partnership with the California Department of Fish and Wildlife. Our goal is the preservation of our heritage and conservation of our natural resources through informed decision making; Commission meetings are vital in achieving that goal and we provide this information to be as effective and efficient toward that end. Welcome, and please let us know if you have any questions.

Persons with Disabilities

Persons with disabilities needing reasonable accommodation to participate in public meetings or other Commission activities are invited to contact the Department's Equal Employment Opportunity (EEO) Office at EEO@wildlife.ca.gov. Accommodation requests for facility and/or meeting accessibility and requests for American Sign Language interpreters should be submitted at least two weeks prior to the event. Requests for real-time captioners should be submitted at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met. If a request for an accommodation has been submitted but is no longer needed, please contact the EEO Office immediately.

Stay Informed

To receive meeting agendas and regulatory notices about those subjects of interest to you, visit the Commission's website, www.fgc.ca.gov, to sign up on our electronic mailing lists.

Submitting Written Comments

The public is encouraged to comment on any agenda item. Submit written comments by one of the following methods: E-mail to fgc@fgc.ca.gov; mail to California Fish and Game Commission, P.O. Box 944209, Sacramento, CA 94244-2090; deliver to California Fish and Game Commission, 715 P Street, 16th Floor, Sacramento, CA 95814 (you must call at least one business day in advance to arrange delivery), or in person at a Commission meeting. Materials provided to the Commission may be made available to the general public.

Comment Deadlines

The **Comment Deadline** for this meeting is **5:00 p.m. on April 7, 2022**. Written comments received at the Commission office by this deadline will be made available to Commissioners prior to the meeting.

The **Supplemental Comment Deadline** for this meeting is **noon on April 15, 2022**. Comments received by this deadline will be made available to Commissioners at the meeting.

Written comments will not be accepted after the supplemental comment deadline.

Petitions for Regulation Change

Any person requesting that the Commission adopt, amend, or repeal a regulation must complete and submit form FGC 1, *Petition to the California Fish and Game Commission for Regulation Change* (as required by Section 662, Title 14, CCR), available at <https://fgc.ca.gov/Regulations/Petition-for-Regulation-Change>. To be received by the Commission at this meeting, petition forms must be delivered by the **Supplemental Comment Deadline** (or delivered in person at the meeting during the regulation change petitions agenda item). Petitions received at this meeting will be scheduled for consideration at the next

regularly scheduled business meeting, unless the petition is rejected under staff review pursuant to subsection 662(b), Title 14, CCR.

Non-Regulatory Requests

All non-regulatory requests will follow a two-meeting cycle to ensure proper review and thorough consideration of each item. All requests submitted by the **Supplemental Comment Deadline** (or heard during general public comment at the meeting) will be scheduled for receipt at this meeting and scheduled for consideration at the next regularly scheduled business meeting.

Speaking at the Meeting

To speak on an agenda item in-person, please complete a "speaker card" and provide it to the designated staff member before the agenda item is announced. Cards will be available near the entrance of the meeting room. Only one speaker card is necessary for speaking to multiple items.

To speak on an agenda item by webinar/teleconference, pre-registration via Zoom is requested; please see the [instructions for joining the meeting](#) to pre-register. If you do not pre-register to speak, you will be asked to "raise" your hand either through the Zoom function or by pressing *9 once on your phone when prompted at the beginning of the agenda item.

1. In-person speakers will be identified in groups; please line up when your name is called. Speakers by webinar/teleconference will be identified two at a time; please pay attention to when your name is called.
2. When addressing the Commission, please give your name and the name of any organization you represent, and provide your comments on the item under consideration.
3. If there are several speakers with the same concerns, please appoint a spokesperson and avoid repetitive testimony.
4. The presiding commissioner will allot between one and three minutes per speaker per agenda item, subject to the following exceptions:
 - a. The presiding commissioner may allow up to five minutes to an individual speaker if a minimum of three individuals who are present when the agenda item is called have ceded their time to the designated spokesperson, and the individuals ceding time forfeit their right to speak to the agenda item.
 - b. In-person participants ceding their time shall complete a speaker card and approach the staff table with the spokesperson so that staff may confirm the presence of those ceding their time. Those participating via Zoom and ceding their time to another speaker, must pre-register to speak on the agenda item, indicate in their registration to whom they are ceding their time, and be present on Zoom during the agenda item.
 - c. Individuals may receive advance approval for additional time to speak if requests for additional time to speak are received by email or delivery to the Commission office by the **Supplemental Comment Deadline**. The president or designee will approve or deny the request no later than 5:00 p.m. two days prior to the meeting.
 - d. An individual requiring an interpreter is entitled to at least twice the allotted time pursuant to Government Code Section 11125.7(c).

- e. An individual may receive additional time to speak to an agenda item at the request of any commissioner.

Visual Presentations/Materials

All electronic presentations must be submitted by the ***Supplemental Comment Deadline*** and approved by the Commission executive director before the meeting.

1. Electronic presentations must be provided by email to fgc@fgc.ca.gov. If the presentation file is too large to send via email, contact staff to identify an alternative method for submitting the file.
2. All electronic formats must be Windows PC compatible.
3. If presenting at the in-person meeting location, it is recommended that a print copy of any electronic presentation be submitted in case of technical difficulties.