

Agenda



County of Inyo Board of Supervisors

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

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

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

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

May 14, 2019

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – Bishop Paiute Tribe v. Inyo County; Jeff Hollowell, Inyo County Sheriff; Thomas Hardy, Inyo County District Attorney; United States District Court Eastern District of California Court Case No. 1:15-CV-00367-JLT.**
3. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] –** Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

10:00 a.m. PLEDGE OF ALLEGIANCE

4. **REPORT ON CLOSED SESSION**
5. **PUBLIC COMMENT**
6. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
7. **INTRODUCTIONS** – The following new employees will be introduced to the Board: Alisha Hanson, Office Technician, Assessor's Office; Amy Weurdig, Administrative Analyst III, Child Support Services; Matthew Blankers, Mental Health Services Act Coordinator II, Carlos Hernandez, HHS Specialist III, Jenny Machado, Office Clerk, and Stephanie Ripple, Prevention Specialist, HHS; and Cynthia Orozco, Gate Attendant, Recycling & Waste Management.

DEPARTMENTAL – PERSONNEL ACTIONS

8. **COUNTY ADMINISTRATOR – Museum Services** – Request board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) BPAR Library/Museum Assistant exists, as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; B) where due to the part-time nature of the position it is unlikely the vacancy could be filled by internal candidates meeting the qualifications for the position, an open recruitment is more appropriate; and C) approve the hiring of one (1) BPAR Library/Museum Assistant, Range PT 46A (\$13.96 - \$17.02/hr.).
9. **HEALTH & HUMAN SERVICES – Social Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Social Worker I-IV exists in the non-General Fund Social Services budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Social Worker, either a I at Range 65 (\$4,052 - \$4,929), a II at Range 67 (\$4,253 - \$5,163), a III at Range 70 (\$4,569 - \$5,557), or a IV at Range 73 (\$4,900 - \$5,960), depending upon qualifications; and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill resulting vacancy.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR-Emergency Services/PUBLIC WORKS-Road Department/SHERIFF

10. Request Board approve the purchase of two (2) solar-powered electronic highway signs/message boards from Fleet Safety Equipment, Inc. of Memphis, TN in an amount not to exceed \$48,917.

COUNTY ADMINISTRATOR

11. Request Board consent to proposed Amendment No. 1 to Sublease Agreement between Carson and Colorado Railway Inc. and the Durango and Silverton Narrow Gauge Railroad Inc., and authorize the Chairperson to sign the proposed Amendment evidencing the County's consent.

HEALTH & HUMAN SERVICES

12. **Eastern Sierra Area Agency on Aging** – Request Board approve Contract No. AP-1920-16 with the California Department of Aging for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging, in the amount of \$847,538 for the period of July 1, 2019 through June 30, 2020, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the HHS Director to sign the agreement, Information Integrity and Security Statement Certification, California Civil Rights Laws Certification, and the Contractor/Vendor Statement of Confidentiality.

PUBLIC WORKS

13. Request Board: A) approve the plans and specifications for the Taxiway Rehabilitation Project at the Bishop Airport and authorize the Public Works Director to advertise and bid the project; and B) authorize the Public Works Director to sign the forthcoming Federal Aviation Administration Airport Improvement Project funding Grant Agreement for the Taxiway Rehabilitation Project at the Bishop Airport.

SHERIFF

14. Request Board: A) declare American Security Group of Vista, CA a sole-source provider of video security maintenance and support; and B) approve the contract between the County of Inyo and American Security Group for the provision of security surveillance system equipment maintenance and support, in the amount of \$12,344 for the period of July 1, 2019 through June 30, 2020, contingent upon the Board's approval of the Fiscal Year 2019-2020 Budget, and authorize the Sheriff or his designee to sign, contingent upon all appropriate signatures being obtained.

15. Request Board: A) declare American Security Group of Vista, CA a sole-source provider of security surveillance system equipment; and B) authorize a blanket purchase order in the amount of \$30,000 payable to American Security Group of Vista, CA for routine equipment replacement during the 2019-2020 fiscal year in addition to the annual maintenance contract (\$12,344), contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget.

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

16. **PUBLIC WORKS** – Request Board: A) consider approval of a Memorandum of Agreement (and related reimbursement "Cost Recovery Agreement") with the U.S. Forest Service specifically related to roles and responsibilities for the Inyo County road jurisdiction National Environmental Protection Act review project; and B) authorize the County Administrator to sign the MOU and Cost Recovery Agreement.
17. **HEALTH & HUMAN SERVICES – Eastern Sierra Area Agency on Aging** – Request Board: A) declare Oliver Products a sole-source provider of food packaging materials; and B) ratify and approve purchases of food packaging materials from Oliver Products during the 2018-2019 fiscal year in the amount of \$14,723, including a blanket purchase order in the amount of \$7,000 for the remainder of the fiscal year.
18. **SHERIFF** – Request Board: A) ratify and approve purchases of animal food and supplies from Wye Road Feed during the 2018-2019 fiscal year in the amount of \$13,773; and B) approve a blanket purchase order payable to Wye Road Feed in the amount of \$17,275 for the feed and care of animals housed at the Inyo County Animal Shelter, through the remainder of the 2018-2019 fiscal year.

Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board's discretion, including before scheduled timed items.

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

19. **PUBLIC COMMENT**

BOARD MEMBER AND STAFF REPORTS

CORRESPONDENCE – INFORMATIONAL

20. **Department of Alcoholic Beverage Control** – Application for on-sale beer and wine license filed by Two Brothers Ocean Pine, LLC for Two Brothers from Italy Pizza, 100 N. Main St., Big Pine, CA.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 8

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: May 14, 2019

SUBJECT: Request to fill vacant, part-time Library/Museum Assistant position.

DEPARTMENTAL RECOMMENDATION: Request the Board find that consistent with the adopted Authorized Position Review Policy:

- 1) The availability of funding for the requested position exists as certified by the Department Head with concurrence by the County Administrator and Auditor-Controller; and
- 2) Authorize the filling of the position of Library/Museum Assistant, Range PT 46A (BPAR – up to 29 hours a week -- \$13.96 -- \$17.02), through an open recruitment.

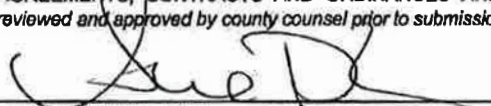

SUMMARY DISCUSSION: The Library/Museum Assistant performs a full range of Museum-related duties, including but not limited to, following procedures for opening and closing the Museum operating the Museum Bookstore sales desk; answering general questions about the Museum Collection and the region by utilizing museum reference files and research library; under the supervision of the Museum Director and Curator of Exhibits and Collections, the Library/Museum Assistant will help manage the Museum Bookstore by ordering books and gifts, tracking invoices, etc.; assist with information requests and photo reprint requests; become familiar with Collections policies so the Library/Museum Assistant can perform basic Collections-related tasks (cataloging, filing, data entry, etc.); assist with ongoing efforts to improve permanent exhibits and create new exhibits; and other related duties as assigned.

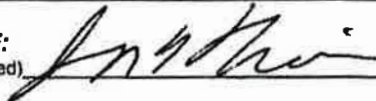
Staff recommends an open recruitment to fill this position.

ALTERNATIVES: Your Board could choose not to authorize filling the vacant position, however, this is not recommended, as the operation of the Eastern California Museum will suffer

OTHER AGENCY INVOLVEMENT: Personnel, Auditor.

FINANCING: Funding for this position is included in the FY 2018-2019 Eastern California Museum Budget (077000), a General Fund Department.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date: 5/8/19
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date: 5/8/2019
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:  Date: 5-7-19
 (Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

9

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: May 14, 2019

SUBJECT: Request to hire a Social Worker I, II, III or IV in the Child Welfare Services division.

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

- A) The availability of funding for the requested position of Social Worker I, II, III or IV exists in the non-General Fund Social Services budget as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Social Worker, either a I at Range 65 (\$4,052 - \$4,929), a II at Range 67 (\$4,253 - \$5,163), a III at Range 70 (\$4,569 - \$5,557), or a IV at Range 73 (\$4,900 - \$5,960), contingent upon qualifications; and
- D) If an internal candidate is hired into the Social Worker I, II, III or IV position, authorize HHS to backfill the resulting vacancy.

ACTING CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Child Welfare Program recently had a Social Worker II resign to attend school full-time and work towards her teaching credential. This resulted in the program experiencing a vacant position that the agency is respectfully requesting authorization to fill with a Social Worker I, II, III or IV. The intense Child Welfare program is responsible for investigating and managing issues related to child abuse and neglect. Over the past few years, the Child Welfare program has continued to experience increased requirements from a federal, state and local level, including implementation of the provisions of California's Continuum of Care Reform. Additionally, the program continues to see a high number of reports related to high-risk families with very young children. The program, which has experienced significant staff shortages over the last three to four years, is beginning to see stabilization in our staffing pattern, which helps HHS to better ensure the safety and well-being of some of our most vulnerable residents. Filling the existing vacancy will help to ensure the continued high quality work performed by this division.

The Department is respectfully requesting authorization to hire a Social Worker I, II, III or IV in the Child Welfare Services division. In addition, should the vacancy be filled by an internal candidate, resulting in a vacancy within the Department, the Department is respectfully request authorization to recruit and hire to fill the resulting vacancy.

ALTERNATIVES:

Your Board could choose not to authorize the hiring of the Social Worker position. This would result in the

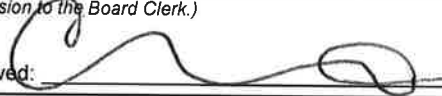


existing staff, being at risk of inadvertent, compromised safety decisions on behalf of children due to unacceptable workloads.

OTHER AGENCY INVOLVEMENT:

Juvenile Court, Juvenile Probation, Toiyabe Family Services, local Indian tribes, Mental Health, Wild Iris, CASA, Foster Parents, Sheriff's Office, Bishop Police Department


FINANCING:

State, Federal, and Social Services Realignment funds. This position is currently budgeted 100% in the Social Services Budget (055800) in the Salary and Benefits object codes. No County General Funds.

<u>APPROVALS</u>	
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved:  Date: <u>4/26/2019</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved:  Date: <u>4/26/19</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 4/26/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
10

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

FROM: Sheriff / Road Department / Administration-Disaster Services

FOR THE BOARD MEETING OF: MAY 14 2019

SUBJECT: Request authorization to purchase two (2) solar powered electronic highway signs/message boards.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board approve the purchase of two (2) solar powered electronic highway signs/message boards from Fleet Safety Equipment, Inc. of Memphis, TN in an amount not to exceed \$48,917.00.

SUMMARY DISCUSSION:

The Road Department solicited bids in April, 2019 for solar powered electronic highway signs/message boards. The Road Department will store and maintain these units, use them when needed, and make them available when the Sheriff's Department needs them. Bids were opened on April 24th, 2019 and two bids were received:

- | | |
|---|-------------|
| 1. Fleet Safety Equipment, Inc. of Memphis, TN | \$48,917.00 |
| 2. Roadsafe Traffic Systems, Inc. of Sparks, NV | \$54,354.31 |

The Road Department has reviewed the bids and found them to be responsive.

The Road Department is recommending your Board authorize the purchase of two (2) solar powered electronic highway signs from Fleet Safety Equipment, to be delivered to the Independence road shop. The total expense, including delivery and taxes, is not to exceed \$48,917.00.

The 2017 Homeland Security Grant includes a pre-approved project for (2) electronic highway signs/message boards with the intended purpose of deploying to various locations throughout the operational area to display road closure and evacuation information during times of disaster or emergencies.

ALTERNATIVES:

Your Board could choose not to approve this purchase. This is not recommended, as the funding is currently available in a Homeland Security grant and the portable message boards will help keep the County ready to act when emergencies occur.

OTHER AGENCY INVOLVEMENT:

The Authoritative Body for the 2017 Homeland Security Grant includes: Inyo County Sheriff's Office, Inyo County Health and Human Services Department, Bishop Police Department and City of Bishop Fire Department.

FINANCING:

The funding for the solar powered message boards will be paid from the 2017 Homeland Security Grant Budget 623717, Object Code 5650 Equipment.

APPROVALS

COUNTY COUNSEL: *J. Church* AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS
(Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
Approved: yes Date 5/1/19

AUDITOR/CONTROLLER *Amy Sheehan* ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
Approved: yes Date 5/3/19

PERSONNEL DIRECTOR _____ PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
Approved: N/A Date _____

DEPARTMENT HEAD SIGNATURE: *[Signature]* Date: 5/06/19
(Not to be signed until all approvals are received)

COUNTY OF INYO BID TABULATION

Project Title & Bid No. 2019-08 Solar Powered Message Boards

Bid Opening Date: 4/24/19 Location: County Admin Center

	BIDDER NAME	Base Bid	Bid Additive A	Bid Additive B	Bid Additive C	Total Base Bid and Additives	Bond
1.	Mode/Fleet Safety & equipment					\$48,917.00	
2.	Roadsafe Traffic Systems, Inc.					\$54,354.31	
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Opened By: Darcy Ellis

Present: Emma Bills

Trevor Taylor



COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:HOMELAND SECURITY C/O
INYO COUNTY ROAD DEPT.
750 SOUTH CLAY STREET
INDEPENDENCE, CA 93526

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526**BID OPENING: DATE: Wednesday, April 24, 2019 TIME: 3:30 P.M. (PDT)**

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

INSTRUCTIONS & CONDITIONS

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

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

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

DATED AT MEMPHIS, TN (CITY & STATE)

APRIL 20, 2019

CASH DISCOUNT TERMS NET 30

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

NAME OF COMPANY FLEET SAFETY EQUIPMENT, INC.

NAME OF COMPANY REPRESENTATIVE (PRINTED) BENJAMIN IRVAN

COMPANY REPRESENTATIVE SIGNATURE 

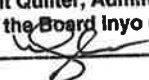
STREET ADDRESS 2188 SPICER COVE

CITY AND STATE MEMPHIS TN 38134

PHONE NUMBER 800-847-8762

FAX NUMBER 901-377-5633



This bid was received on April 9
 20 19 @ 10:38 a.m.
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By  Assistant

**SCOPE OF WORK/ SPECIFICATIONS FOR PROVISION OF
TOWABLE INCIDENT RESPONSE TRAILERS**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	SUBTOTAL
1	Towable Incident Response Trailer	2	Each	21,400. ⁰⁰	42,800. ⁰⁰
2	Delivery to Independence, CA	1	Lump Sum	2,800. ⁰⁰	2,800. ⁰⁰

Two (2) - Solar Powered, Field programmable, Trailer Mounted, Incident Response Message Boards:

Specifications:

- NTCIP Compatible, Mid-Size (54" x 92"), Full Matrix (27 x 48 Pixel) Standard (23 Degree) LED Display, (4.5 cm) pitch
- Programmable operating controller with a backlit display.
- Solar Array 160 watts
- Lockable battery compartment with Four (4) 6-volt heavy-duty deep-cycle Maintenance Free Batteries
- 45Amp - 120VAC Battery Charger,
- Hydraulic Surge Brakes,
- 2" ball hitch
- 14" or 15" Highway rated trailer tires
- Ten (10) 38" Retro-Reflective Traffic Barrels,
- Twenty-Five (25) Retro-Reflective Traffic Cones
- Weight not to exceed 3,500lbs
- Minimum 2 year overall warranty, 2 year electrical warranty, 5 year display module warranty, and a 10 year solar panel warranty.

For questions or comments regarding specifications please call or email Trevor Taylor, Engineering Assistant, Inyo County Public Works (760) 878-0281 or ttaylor@inyocounty.us

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Subtotal	<u>42,800.00</u>
Sales Tax (7.75%)	<u>3,317.00</u>
Shipping Charge	<u>2,800.00</u>
Total	<u>48,917.00</u>

Delivery will be made in 30 days after receipt of order.

Bid prices will remain valid and in effect through 90 DAYS

Indicate any exception to the bid:



As Reliable as the Sun

Silent Messenger Incident Response Trailer IRT

USES AND ADVANTAGES

A combination unit that includes everything you'll need to respond to an emergency: spills, rock slides, accidents, flooding, etc. Unit includes a message board plus 10 barrels and 25 traffic cones on a sturdy steel trailer, powered by a combination of solar panels and batteries. The display screen measures 92" wide by 54" high, and allows you to add a message to slow traffic, reconfigure lanes or warn of dangers ahead.

The sign comes with an integrated GPS receiver, cellular transceiver, and **FREE lifetime cellular service.**

REMOTE CONTROL & GPS TRACKING INCLUDED!

Command Center software allows you to track your equipment using the built-in cellular transceiver and GPS system.

Access units from a map or list. Control units individually or broadcast to a group.

Manage your fleet from your laptop, pc or smartphone... without leaving your desk!

You can build a message library, share messages between boards, schedule messages and more.

Get automatic email notifications when a message changes, if the battery voltage is low, if a pixel fails, or the unit moves.

Keep tabs on your whole fleet. No more misplaced equipment... fewer problems... less downtime!



EASY-TO-USE CONTROLLER

The touch-screen controller needs no manual - it's that easy to use! Includes:

- GPS receiver, cellular transceiver and free cellular service for the life of the board
- Password protection
- Intuitive icons for ease of use
- Scheduling capability
- Fully networkable
- NTCIP version 2 compatible
- Automatic software upgrades



www.solartechnology.com

IRT Incident Response Trailer

DISPLAY PANEL

Panel Size	92" x 54" (234 cm x 137 cm)
Pixel Array/Size	27 x 48 pixel array with 1.77" (45 mm) pitch
Character Height	9" to 46" (23 cm to 117 cm)
Panel Construction	All aluminum, modular construction
Panel Face	3/16" polycarbonate, non-glare
Characters per Line	Up to twelve (12)
Number of Lines	Up to four (4)
Number of Fonts	Twelve (12)
Graphics Capability	Full matrix with full animation
Display Technology	LED (amber, 592 nm)
Display Brightness	>10,000 candela per square meter
Display Life Expectancy	10 years typical
Viewing Angle	>30°

TRAILER

Length Overall (in use)	180 inches (457 cm)
Width Overall	92 inches (234 cm)
Width Across Fenders	92 inches (234 cm)
Height Traveling	103 inches (262 cm)
Ground Clearance	13 inches (33 cm)
Height Operating	162 inches (412 cm)
Weight	3,000 lbs. (1,361 kg) approximately (maximum)
Coupler (Class III)	2 inch (50 mm) or 3 inch (76 mm) pintle ring
Brake Actuator	5,000 lb. (2,268 kg) reserve surge
Axle/Suspension	Torq flex, independent
Traffic Devices	Ten (10) barrels (38" high, 35 lb. bases) and twenty-five (25) cones (28" high, 10 lb.) with retro-reflective markings

MEGA-TECH CONTROL CONSOLE

Console Circuitry	Ultra-low power solid state
Console Touchscreen	Waterproof, backlit, full-color GUI, intuitive icon-driven, multi-lingual
Programming Software	Proprietary, field upgradable
Message Capacity	Pre-programmed and user programmed > 250 each
Time-Date Control	Real time clock/calendar (365 day)
Message Display Time	User-selectable (0.1 to 99 seconds)
Display Update Time	Instantaneous
Non-volatile Memory	4 GB Micro SD card
Password Protection	User selectable, multi-level
Operator Interface	Easy-to-use icons (no instruction manual required)
Connectivity	Network (wired or wireless) and NTCIP compatible
GPS	Integrated GPS receiver

ENERGY SOURCE

Operating Voltage	12 volts DC (nominal)
Battery Type	6 volt heavy duty, deep cycle (GC-2)
Number of Batteries	Four standard lead acid (flooded)
Battery Bank Capacity	520 amp hours
Battery Status Indicator	Displays battery voltage, charging activity and low battery condition
Solar Construction	Top-mounted solar panels in aluminum frame
Solar Power Output	Standard 160 watt (nominal)
Solar Charge Controller	Automatic, temperature compensated
Auxiliary Battery Charger	45 Amp, 120 volt AC
Battery Security	Anti-theft steel battery frame bolted to trailer



OPTIONS AND UPGRADES

SOLAR ARRAY OPTIONS - 240 watt or 320 watt

BATTERY UPGRADES

Four (4) maintenance free Gel-Cell or AGM
520 amp/hour capacity

BATTERY CHARGER UPGRADES

• 90 amp - 120 volt AC

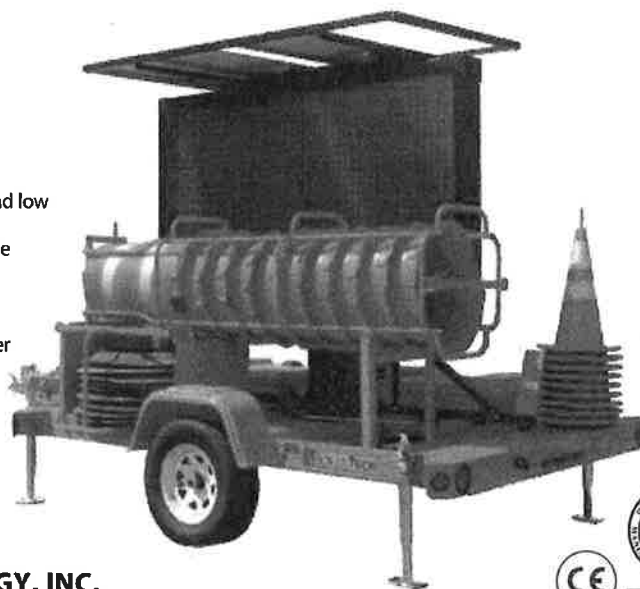
SECURITY OPTION

Vandal-Proof Battery Box reinforced steel cage

RADAR OPTIONS

Directional doppler K-Band, user-configured KPH or MPH
Data collection and statistical analysis package included.

Custom Colors available



SOLAR TECHNOLOGY, INC.
7620 Cetronia Rd. Allentown, PA 18106
Phone: 800-475-5442 or 610-391-8600

www.solartechnology.com





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 11

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for 8:30 a.m.
 Closed Session
 Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: May 14, 2019

SUBJECT: Amendment No. 1 to Sublease Agreement between Carson and Colorado Railway Inc. and the Durango and Silverton Narrow Gauge Railroad Inc.

DEPARTMENTAL RECOMMENDATION:


Consent to proposed Amendment No. 1 to Sublease Agreement between Carson and Colorado Railway Inc. and the Durango and Silverton Narrow Gauge Railroad Inc., and authorize the Board Chair to sign the proposed Amendment evidencing the County's consent.

SUMMARY DISCUSSION:

With your Board's previous approval, Carson and Colorado Railway Inc. and the Durango and Silverton Narrow Gauge Railroad Inc. entered into a Sublease Agreement dated October 9, 2018 pertaining to a Southern Pacific narrow gauge steam locomotive #18 and tender owned by the County and leased to Carson and Colorado Railway Inc. A copy of that Sublease Agreement is enclosed for reference. The current term of the Sublease Agreement is November 1, 2018, through June 30, 2019. The parties wish to amend the Sublease Agreement in order to extend the term until August 31, 2019, so that Durango and Silverton Narrow Gauge Railroad Inc. may make certain repairs to the locomotive. The Sublease Agreement provides that it may be amended only by a written document signed by the parties, with prior consent of Inyo County. Therefore, the parties are seeking your Board's formal consent on behalf of the County to the proposed Amendment (extending the Sublease until August 31, 2019).

ALTERNATIVES:

Your Board could choose not to consent to the Sublease amendment. That is not recommended, as the amendment merely authorizes a two-month extension of the current Sublease term and will allow beneficial repairs to be made to the County's locomotive.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>5/14/19</u>

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


 Date: 5-9-19

**AMENDMENT NUMBER 1 TO
SUBLEASE AGREEMENT BETWEEN CARSON AND COLORADO RAILWAY INC.
AND THE DURANGO AND SILVERTON NARROW GAUGE RAILROAD INC.**

WHEREAS, Carson and Colorado Railway Inc. and the Durango and Silverton Narrow Gauge Railroad Inc. have entered into a Sublease Agreement dated October 9, 2018 pertaining to a Southern Pacific narrow gauge steam locomotive #18 and tender owned by the County of Inyo, California, and leased to Carson and Colorado Railway Inc.

WHEREAS, the Sublease Agreement provides that it may be amended only by a written document signed by all parties hereto, with prior consent of Inyo County.

WHEREAS, County and Contractor do desire to amend the Sublease Agreement as set forth below and have obtained Inyo County's prior consent, as shown below:

Section 3, Initial Term and Option, is amended to read as follows:

The initial term of this Sublease will be for a period commencing on November 1, 2018, continuing through and terminating on August 31, 2019.

The effective date of this amendment to the Sublease Agreement is _____.

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

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

DURANGO AND SILVERTON NARROW
GAUGE RAILROAD

CARSON AND COLORADO RAILWAY INC.

By: _____

By: _____
David Mull, President

CONSENT HEREBY GIVEN:

COUNTY OF INYO

By: _____

Dated: _____

SUBLEASE AGREEMENT
BY AND BETWEEN CARSON AND COLORADO RAILWAY INC. AND THE DURANGO AND SILVERTON NARROW GAUGE RAILROAD INC.

THIS LEASE AGREEMENT, made and entered into this 9th day of OCTOBER, 2018 by and between Carson and Colorado Railway Inc., a California nonprofit public benefit corporation, hereinafter referred to as "CCR" or "the Lessor," and the Durango and Silverton Narrow Gauge Railroad, a Colorado corporation, hereinafter referred to as "DSNGRR", whereby the parties hereto agree as follows:

WITNESSETH:

1. ADMINISTRATION. This Sublease Agreement, hereinafter referred to as "Sublease", shall be administered on behalf of CCR by the President or his designee and on behalf of DSNGRR by the General Manager.

2. DESCRIPTION. CCR hereby subleases to DSNGRR the property described as: Southern Pacific narrow gauge steam locomotive #18 and tender. Said property, hereinafter referred to as "leased property," is leased on the terms and conditions hereafter set forth. The leased property is owned by the County of Inyo, California (hereinafter "Inyo County"), and is leased to CCR pursuant to a lease agreement between those parties, which is incorporated herein by this reference and which allows CCR to sublease the leased property with the consent of Inyo County. Inyo County has approved the sublease to DSNGRR under the terms and conditions set forth herein. Inyo County is an intended third-party beneficiary of this Sublease, and this Sublease shall not be amended without Inyo County's consent.

3. INITIAL TERM AND OPTION. The initial term of this Sublease will be for a period commencing on November 1, 2018 continuing through and terminating on June 30th, 2019.

4. EARLY TERMINATION. This Sublease may be terminated by CCR at its sole discretion at any time by first giving to DSNGRR no less than thirty (30) days written notice. This Lease may be terminated by DSNGRR at its sole discretion at any time by first giving to CCR no less than thirty (30) days written notice.

5. HOLDING OVER. Any holding over at the expiration of said term, or extensions thereof, with the consent of CCR, either expressed or implied, shall be construed to be a tenancy from month to month and shall be upon the same terms and conditions as are herein provided.

6. COMPENSATION. As consideration for this sublease, and in lieu of monetary rent, the DSNGRR shall maintain the subleased property in at least as good a condition as at the initiation of this sublease, normal wear and tear excepted. All work herein is to be performed by employees of DSNGRR without promise, expectation, or receipt of any compensation for work performed. This shall not prevent DSNGRR from making donations to CCR in the form of third-party materials or labor it chooses to purchase in order to improve the condition of the leased property during the Sublease.

CCR will pay for the transportation of the subleased property from Independence, CA to Durango, CO, while DSNGRR will pay for the return transportation from Durango, CO to Independence, CA.

7. USE. DSNGRR may use the subleased property for passenger ride purposes, as discussed more fully below. The DSNGRR may use the subleased property at their discretion for a maximum of 92 steam service days, unless otherwise mutually agreed upon. DSNGRR will operate one roundtrip Durango to Silverton charter for the sole benefit of the CCR at a date to be determined in June of 2019, with all ticket sales from the trip going to the CCR. In addition, if the subleased property is used on any DSNGRR special event trains, those ticket sales will be split 50/50 with CCR. DSNGRR may also use the subleased property for any Public Relations benefit, advertising, or marketing, so long as Inyo County and CCR are

equipment. DSNRR is also responsible for all fuel, water, and lubricants used on the subleased property.

13. HOLD HARMLESS. CCR and Inyo County shall not be liable to DSNRR for any damage to the subleased property or for any loss, damage, or injury to any persons or property therein or thereon caused by the subleased property being out of repair, or by defects in the subleased property, or for operation of the subleased property; nor shall CCR or Inyo County be liable for any loss, damage, or injury arising from the acts or omissions of DSNRR, its officers, agents, or employees, or co-tenants, or any owners or occupants of adjacent or contiguous property. Any and all claims for any damages referred to in this clause are hereby waived by DSNRR, who agrees, to the extent authorized by law, to defend, indemnify, and hold harmless the CCR and Inyo County from and against any and all losses, liabilities, claims, damages, and actions of any kind or nature, including court costs and attorney fees, arising from acts or omissions identified immediately above for which the CCR and Inyo County shall not be liable.

DSNRR agrees to and shall indemnify, defend, and hold CCR and Inyo County, their officers, agents, and employees, free and harmless from and against any and all claims, liability, costs or expenses for: injury to or death of any person, including without limitation DSNRR and invitees, licensees, guests, employees, and agents of DSNRR; or for damage to property arising from the use or condition of the subleased property by DSNRR; or from the acts or omissions of any person or persons, including DSNRR and invitees, licensees, guests, employees, and agents of DSNRR, who are in or about the leased property with the express or implied consent of DSNRR.

DSNRR's obligation to defend, indemnify, and hold CCR and Inyo County, their agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement of this Sublease for DSNRR to procure and maintain a policy of insurance.

14. NOTICE. Any notice, communication, amendment, addition, or deletion to this lease, including change of address of either party during the term of this lease, which CCR or DSNRR shall be required, or may desire, to make, shall be in writing and may be personally served upon, or sent by prepaid first class mail to, the respective parties as follows:

DSNRR
The Durango and Silverton Narrow Gauge Railroad
479 Main Avenue
Durango, CO 81301

CCR
Carson and Colorado Railway Inc.
P.O. Box 194
Independence, CA 93526

COPY TO:
County Administrator
County of Inyo, CA
P.O. Drawer N
Independence, CA 93526

15. ASSIGNMENT AND SUBLEASE. DSNRR agrees not to assign or sublet the subleased property in part, or encumber its leasehold estate, or any interest therein, either voluntarily or by operation of law,.

16. MECHANIC'S LIEN. DSNRR agrees to keep the subleased property free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the subleased property at the instance of, or on behalf of, DSNRR, provided however, that DSNRR can contest such lien provided

given credit where appropriate.

8. USE LIMITATION. DSNARR acknowledges that CCR and Inyo County make no representations, and do not have the expertise to make representations, regarding the fitness of the subleased property to provide rides to the public. DSNARR understands and agrees that CCR and Inyo County have no expertise regarding the safe operation of the subleased property and will not be in a position to advise DSNARR regarding the safe and proper maintenance and operation of the leased property.

DSNARR agrees that it will not use the subleased property to provide passenger rides to the public unless: It maintains the expertise to ensure and ensures that the property is physically maintained to safely provide rides to the public in accordance with all applicable local, state and federal regulations; it creates and maintains a plan for the safe operation of the subleased property on the track; it maintains the capability to maintain the subleased property in a safe condition and inspects the subleased property periodically to ensure it remains safe for operation, this includes keeping the subleased property under cover or indoors to the best extent possible while in Durango; and maintains the staff and expertise to safely operate the property in compliance with all applicable rules and regulations and in a safe manner.

DSNARR and CCR agree that it is in the sole discretion of DSNARR whether to use the subleased property to provide rides to the public and DSNARR agrees that it will not do so unless it has the expertise and capacity to do so safely and in compliance with all applicable laws and regulations. DSNARR understands and agrees that it is DSNARR's sole responsibility to ensure the subleased property is safely maintained and operated. It is DSNARR's sole responsibility to ascertain what laws, regulations and safety procedures apply to such operations and to establish procedures to comply with those laws and regulations. DSNARR understands that it is solely liable for injuries resulting from operation of the subleased property and agrees to hold CCR and Inyo County harmless and to indemnify CCR and Inyo County for any injuries arising from the operation of the subleased property.

9. SPECIAL INSURANCE. Prior to operating subleased property to provide rides to the public, DSNARR will carry current insurance coverage that specifically covers operation of the subleased property for that purpose. Such insurance shall provide coverage for claims for injuries to persons or damages to property that may arise from or in connection with the Lessee's operation and use of the subleased property. Said coverage shall be at least as broad as: Insurance Services Office Commercial General Liability coverage and shall provide limits no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Any excess insurance carried by DSNARR will be the sole responsibility of DSNARR. CCR and Inyo County, their officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of the ownership, maintenance or use of that part of the property subleased to the Lessee. The Lessee's insurance coverage shall be primary insurance as respects CCR and Inyo County, their agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CCR or Inyo County, their officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

10. HOURS OF ACCESS. DSNARR shall have access to the subleased property at any time on a twenty-four hour per day, seven-day per week basis.

11. FEES. DSNARR will pay for any fees required to maintain or operate the subleased property.

12. MAINTENANCE. DSNARR shall, at DSNARR's own expense, keep and maintain the subleased property, both interior and exterior, in good order, condition, and repair and return the subleased property upon the termination of this Sublease or any extension thereof in the same good condition as received (or better), with normal wear and tear excepted, including any reasonable repairs and adjustments discovered during its shake out runs.

DSNARR will equip the subleased property with full size couplers, compatible with the current

it posts an adequate bond therefore.

17. COMPLIANCE WITH LAW. DSNRR shall, at its sole cost, comply with all the requirements of all Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to the maintenance or use of subleased property, and shall faithfully observe and obey all Municipal ordinances, and State and Federal statutes, now in force, or which hereafter may be in force.

18. WAIVER. It is agreed that any waiver by CCR of any breach of any one or more of the covenants, conditions, or terms of this Sublease shall not be construed to be a waiver of any subsequent breach of the same or a different provision of the Sublease; nor shall any failure on the part of the CCR to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Sublease be construed as in any manner changing the terms hereof, nor shall the terms of this Sublease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

19. DEFAULT. In the event that CCR or DSNRR shall default in any term or condition of this Sublease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within 30 days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Sublease by serving the defaulting party written notice of such termination.

20. INUREMENT. The Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

21. SEVERABILITY. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Sublease shall be valid and be enforced to the fullest extent permitted by law.

22. AMENDMENT. The Sublease may be amended only by a written document signed by all parties hereto, with prior consent of Inyo County.

23. ENTIRE AGREEMENT. The Sublease contains the entire agreement between the parties hereto pertaining and supersedes all previous agreements between the parties with respect to the subject matter of the Sublease.

IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____ day of _____, _____.

**DURANGO AND SILVERTON NARROW GAUGE
RAILROAD**

By _____

G.M. - John A. Harper

CARSON AND COLORADO RAILWAY INC.

By _____

David Mull, President.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
12

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

FROM: HEALTH & HUMAN SERVICES, ESAAA

FOR THE BOARD MEETING OF: May 14, 2019

SUBJECT: Approval of the Standard Agreement for Contract Number AP-1920-16 between California Department of Aging and County of Inyo

DEPARTMENTAL RECOMMENDATION:

Request Board approve contract #AP-1920-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$847,538 for the period of July 1, 2019 through June 30, 2020, and authorize Marilyn Mann, HHS Director to sign the Standard Agreement (STD 213), Information Integrity and Security Statement Certification, California Civil Rights Laws Certification, and the Contractor/Vendor Statement of Confidentiality (CDA 1024), contingent upon the Board's adoption of the FY 19/20 budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract is a standard State Contract with total annual funding of \$847,538, which is a total increase of \$79,526 of the base allocation from the prior year. This recognizes a decrease of \$ 3,288 in IIIB Supportive Services; an increase of \$79,752 in Ombudsman; a decrease of \$18,619 in Congregate Meals; an increase of \$19,205 in Home Delivered Meals; an increase of \$302 in Title IIID; an increase of \$790 in Title IIIE; a decrease of \$24 Title VII-Elder Abuse Prevention; and an increase of \$1,408 in Administrative funds. Acceptance of this contract ensures the receipt of federal and state funds to keep existing services going. Of the \$847,538, funding in the amount of \$94,978 will be allocated to Mono County to provide their services to seniors.

ALTERNATIVES:

Your Board could choose not to ratify and approve this agreement. Failure to move forward on these requested actions will disrupt services to seniors in the region. Receipt of any funding for ESAAA is contingent upon execution of this contract.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

State and Federal dollars. Total amount of this contract is \$847,538, and will be budgeted as revenue in the ESAAA Budget (683000) in the State and Federal revenue object codes.

APPROVALS

COUNTY COUNSEL:

D Churchla

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

Approved: *yes* Date: *4/24/19*

AUDITOR/CONTROLLER:

[Signature]

ACCOUNTING/FINANCE AND RELATED ITEMS *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)*

Approved: *[Signature]* Date: *4/25/2019*

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Mafr Max

Date: *4/26/19*

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER
AP-1920-16

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2020

3. The maximum amount of this Agreement is:

\$847,538 - Eight hundred forty-seven thousand five hundred thirty-eight and 00/100 and 00/100 dollars

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	16
Exhibit B	Budget Detail and Payment Provisions	14
Exhibit C*	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions	34
Exhibit E	Additional Provisions	16

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

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

CONTRACTOR

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

County of Inyo

CONTRACTOR BUSINESS ADDRESS

163 May Street

CITY

Bishop

STATE

CA

ZIP

93514-2709

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

1300 National Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95834-1992

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Manager, Contracts & Business Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

AG OP 80-111.

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number **AP-1920-16**.
2. The services shall be performed in Planning and Service Area(s): 16.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: County of Inyo
Name: Fiscal, Data & Planning Manager	Name: Marilyn Mann, Director
Phone (916) 419-7556	Phone: (760) 878-0232
Fax: (916) 928-2510	Fax: (760) 873-6505

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: County of Inyo
Section/Unit: Business Services and Contracts	Section/Unit: Area Agency on Aging
Attention: Don Fingado	Attention: Melissa Best-Baker
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 163 May Street, Bishop, CA, 93514-2709
Phone: (916) 419-7157	Phone: (760) 878-0232
Fax: (916) 928-2500	Fax: (760) 873-6505
Email: don.fingado@aging.ca.gov	Email: mbestbaker@inyocounty.us

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III and Title VII Programs

1. **Child** means an individual who is not more than eighteen (18) years of age or who is an individual with a disability. [OAA § 372(a)(1)]
2. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
3. **Eligible Service Population for Title III B and D** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]
4. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
 - a. Individuals eligible to receive a meal at a congregate nutrition site are:
 - (i) Any older individual.
 - (ii) The spouse of any older individual.
 - (iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - (iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.
 - (v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. Individuals eligible to receive a home-delivered meal are individuals who are:
 - (i) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
 - (ii) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
 - (iii). An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

- 5. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]

- 6. **Older relative caregiver** means a caregiver who is –
 - (1) Is age 55 or older; and
 - (2) lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
 - (3) In the case of a caregiver for a child --
 - a. is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
 - b. is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
 - c. has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- (4) In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability.
[OAA § 372(a)(3)]
7. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
8. **Individual with a disability** The term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
9. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
10. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.
11. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
12. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
13. **One-Time-Only Funds** means:
- a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA.
[22 CCR 7314(a)(7)]
 - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]
14. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
15. **Priority Services for Title III E** means services provided to:
- (A) Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)
 - (B) Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities.
[OAA§373(c)(2)(A-B)]
 - (C) Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]
16. **Program Development** means activities that either establish a new service or expand or integrate existing services.
17. **Program Income** means revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:
- a. Voluntary contributions received from a participant or other party for services received.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- d. Proceeds from the sale of goods created under CDA grant funds.
18. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).
19. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
20. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
- a. Be open to the public. [45 CFR 1321.53(b)(3)]
 - b. Not means test. [OAA § 315(b)(3)]
 - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]
 - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]
21. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

22. **Title III D (Disease Prevention and Health Promotion Services)** means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs help older adults learn techniques and strategies to delay and/or manage chronic health conditions and include activities that improve nutrition, physical fitness, fall prevention, and emotional well-being. [OAA 361 Part D]

23. **Title III E Family Caregiver Support Program (FCSP) Categories** are:

- a. Information Services
- b. Access Assistance
- c. Support Services
- d. Respite Care
- e. Supplemental Services

[OAA 373(b)(1)(2)(3)(4)(5)]

B. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Long-Term Care Ombudsman Programs)

1. **Eligible Service Population** means individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10); Welf. & Inst. Code § 9701(b),(e)]
2. **Local Ombudsman Program Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. [OAA § 712(a)(5)(A); Welf. & Inst. Code § 9701(d)]
3. **Local Ombudsman Program** means either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the

ARTICLE I. PROGRAM DEFINITIONS (Continued)

duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(A)] [45 CFR 1327.1] [Welf. & Inst. Code § 9701(a)]

4. **Office of the State Long-Term Care Ombudsman** (OSLTCO) means the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a program of CDA, OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 711(1), 712(a)(1), 712(h); 45 CFR 1324.1; Welf. & Inst. Code §§ 9710, 9716, 9717]
5. **Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]
6. **State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of OSLTCO. [OAA § 712(a)(1)(B)] [45 CFR 1327.1] [Welf. & Inst. Code § 9700]
7. **State Long-Term Care Ombudsman** hereinafter referred to as the **State Ombudsman** means the individual who heads OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in OAA § 712(3) [OAA §§ 712(a)(2); 45 CFR 1324.1; Welf. & Inst. Code §§ 9701(f), 9711]

- C. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Programs for Prevention of Elder Abuse, Neglect, and Exploitation)

D. ARTICLE I. PROGRAM DEFINITIONS (Continued)

Elder Abuse Prevention Programs means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). [OAA § 721]

ARTICLE II. SCOPE OF WORK

A. The Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from CDA. A service unit reduction of greater than ten percent (10%) requires written approval from CDA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
3. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.
4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
 - a) Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.
 - b) Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.

ARTICLE II. SCOPE OF WORK (Continued)

5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.
6. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).
8. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
11. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
13. Monitor, on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. The contractor must follow up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two (2) years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.

ARTICLE II. SCOPE OF WORK (Continued)

14. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
 - a) Inspection of non-food preparation nutrition sites at least every other year.
 - b) Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - c) Inspection of central kitchens sites annually on-site.
[22 CCR 7634.3(d)]
15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
17. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
18. Provide program information and assistance to the public.
19. Maintain a four-year Area Plan, with annual updates, as specified in 22 CCR 7300 to 7320. The Area Plan and annual updates are due by May 1st of each year. The annual update shall be effective during the same term as this Agreement.
20. Maintain a program data collection and reporting system as specified in Exhibit E of this Contract.
21. Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).

ARTICLE II. SCOPE OF WORK (Continued)

22. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).
23. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).
24. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
25. Offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The Contractor or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
26. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
27. Report a meal only once either as a Title III meal or a Title VI meal.
28. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.
29. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.
[1 USC 7 - Section 3 of the Defense of Marriage Act]

ARTICLE II. SCOPE OF WORK (Continued)

B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by OSLTCO, will:

1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i)] [45 CFR 1324.19(a)(2)] [Welf. & Inst. Code §§ 9701(a), 9712.5(b)]
2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii)] [45 CFR 1324.19(a)(3)] [Welf. & Inst. Code § 9712.5(d)]
3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing of the decision not to investigate and the reasons for the decision. [OAA § 712(a)(5)(B)(iii)] [45 CFR 1324.19(a)(1)] [Welf. & Inst. Code §§ 9701(a), 9712.5(a)]
4. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome. [OAA § 712(a)(5)(B)(vii); 45 CFR 1324.19(b)(2)(iii)]
5. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code § 15610.47. [Welf. & Inst. Code § 15630 et seq.]
6. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC 1289] [PC 4675, PC 4700 et seq.]

ARTICLE II. SCOPE OF WORK (Continued)

7. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this Contract. [OAA § 712(c)] [Welf. & Inst. Code § 9716(a)].
8. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights and well-being of residents. [OAA § 712(a)(5)(B)(iv)] [45 CFR 1324.19(a)(4)] [Welf. & Inst. Code § 9712.5(e)]
9. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v)] [45 CFR 1324.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)-(i)]
10. Support, actively encourage, and assist in the development of resident and family councils. [OAA § 712(a)(5)(B)(vi)] [45 CFR 1324.19(a)(6)] [Welf. & Inst. Code § 9726.1(a)(3)]
11. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(viii)] [45 CFR 1324.19(a)(7)]:
 - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]
 - b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]
 - c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]
 - d. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]
 - e. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency. [Welf. & Inst. Code § 9712.5(a)(2)]

ARTICLE II. SCOPE OF WORK (Continued)

12. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds to support activities for the overall program.
 13. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
 14. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
- C. The Contractor shall ensure that the Elder Abuse Prevention program shall do some or all of the following:
[OAA § 721]
1. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
 2. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
 3. Ensure the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
 4. Promote the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;
 5. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
 6. Conduct training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;

ARTICLE II. SCOPE OF WORK (Continued)

7. Provide technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims; and
8. Conduct special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by CDA to be appropriate.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage - <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) - <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging - <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State: <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq.]

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

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE I. FUNDS (Continued)

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE I. FUNDS (Continued)

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed contract.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
 - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
 - i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE I. FUNDS (Continued)

- ii. Some contracts may be reduced by a greater amount than others, and
- iii. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
 - a. The Contractor receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 2. Fringe Benefits.
 3. Contractual Costs – subcontract and consultant cost detail.
 4. Indirect Costs.
 5. Rent - specify square footage and rate.
 6. Supplies.
 7. Equipment - detailed descriptions and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs - a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

B. One-Time Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.
3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects that are approved in advance by CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
 - d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.
4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

C. Matching Contributions

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or a subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

D. Area Plan Administration

Area Plan Administration may be combined into one cost objective for purposes of documenting charges for salaries and wages funded from federal fund Titles III B, III C-1, III C-2, III E, and III C-1 and III C-2 General Fund administration allocations.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The Contractor shall submit electronically the original Area Plan Budget with the Area Plan and Area Plan annual updates by May 1, unless otherwise instructed by CDA.
- B. The Contractor shall submit electronically a budget revision thirty (30) calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- C. The final date to submit a budget revision containing allocation transfers is January 15th of the Contract period unless otherwise specified by CDA.
- D. Line Item Budget Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. The Contractor may transfer any or all administrative funds into program without restrictions for each funding source - Title III B, C-1, C-2, D & E. However, the Contractor shall not transfer funds designated for programs into administration.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

2. The Contractor may make one transfer of funds between budget line items for Title III B, C-1, C-2, D, and E programs for the first 3 month period of the contract period in accordance with the Budget Display in Exhibit B and one transfer of funds for the period beginning October 1. CDA will process the transfer if sufficient funds are made available.
3. The Contractor shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
4. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.
5. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the contract, and shall not include allocation transfers.

E. Allocation Transfers

1. The Contractor shall submit a request to CDA to transfer federal or State funds between Title III B, C-1 and C-2 programs in accordance with the Budget Display in Exhibit B. The request shall be submitted as instructed in the Area Plan Budget forms.
 - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA § 308(b)(5)(A) and between Titles III C-1, and III C-2 in accordance with OAA § 308(b)(4)(A).
 - b. Transfer of State funds is allowable between Title III C-1 General Fund and Title III C-2 General Fund.
2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
3. Transfer of funds cannot be processed or approved after the end of the specified Contract period.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

F. Matching Requirements

1. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
2. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).
3. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the minimum requirement of ten percent (10%).
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.
8. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).
9. Expend not more than ten percent (10%) of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).
10. Limit expenditures for Title III E Supplemental Services to twenty percent (20%) of the total Title III E federal and matching non-federal share.

G. Program Development or Coordination

The Contractor shall not budget or fund Program Development or Coordination activities as a cost of Title III B Supportive Services until it has first budgeted and spent the total of its Title III B, C, & E funds allocated for Area Plan administration

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

costs. During the Contract period, Program Development or Coordination activities and Area Plan administration activities can occur simultaneously. (See Article VI of this Exhibit for reconciliation during the closeout period.)

H. Equipment

Equipment/Property with per unit cost of \$500 or more requires justification and approval from CDA and must be included in its approved Area Plan Budget.

ARTICLE V. PAYMENTS

A. Title III B, III C, III D, III E, VII Ombudsman and VII-A Elder Abuse Prevention

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. Ombudsman Citation Penalties Account, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability Funds, and Older Californians Act.

The Contractor shall submit a monthly expenditure report and a request for funds to CDA no later than the last business day of each month unless otherwise specified by CDA

C. Payments will be made to reimburse expenditures reported unless contractor pre-selects an Advance method on CDA 122 at the time of contract execution.

D. Contractor shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

E. 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.

F. The funding balances for July 1 through September 30 will be determined from the Contractor's budget (CDA 122).

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE V. PAYMENTS (continued)

- G. The funding balances for October 1 through February 28 will be based on the contract budget display from the contract amendment until transfers are approved by Administration for Community Living.
- H. The funding balances for March 1st (or upon ACL approval whichever is the latter) through June 30th, will be based on the Contractor's final budget (CDA 122) (i.e., budget submitted with the contract amendment, the January 15th or April 30th budget).

ARTICLE VI. CLOSEOUT

- A. The Area Plan Financial Closeout Report (CDA 180) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Fiscal Team. All contractors are required to submit Closeout Reports as instructed by CDA.
- B. Federal funds will be reduced proportionately to maintain the required matching ratios if the Contractor fails to report sufficient match.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.
- D. Closeout reporting documents must be addressed to the CDA Fiscal Team.
- E. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. 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.

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**AREA PLAN
Budget Display
Fiscal Year 2019-20 (Federal Fiscal Years 2019 & 2020)
County of Inyo**

12 months (July 1, 2019 - June 30, 2020)

Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
Supportive Services							
Federal Title IIIB	3BSL19-19	22,115 (b)	-	22,115	-	22,115	-
Federal Title IIIB	3BSL20-19	82,109 (c)	-	82,109	-	82,109	-
Total Supportive Services		104,224	-	104,224	-	104,224	-
Ombudsman							
Federal Title IIIB	3BOL19-19	5,082 (b)	-	5,082	-	5,082	-
Federal Title IIIB	3BOL20-19	18,869 (c)	-	18,869	-	18,869	-
Federal Title VIIa	7OFL19-19	7,958 (b)	-	7,958	-	7,958	-
Federal Title VIIa	7OFL20-19	24,263 (c)	-	24,263	-	24,263	-
General Fund IIIB	B1GL	66,845 (a)	-	66,845	-	66,845	-
Public Health L & C Program Fund	LCPF	3,578 (a)	-	3,578	-	3,578	-
State Health Facilities Citation Penalties Account	SDFL	1,219 (a)	-	1,219	-	1,219	-
SNF Quality & Accountability	SNFL	16,996 (a)	-	16,996	-	16,996	-
Total Ombudsman		144,810	-	144,810	-	144,810	-
Congregate Nutrition							
Federal Title IIIC1	3C1L19-19	36,608 (b)	-	36,608	-	36,608	-
Federal Title IIIC1	3C1L20-19	98,417 (c)	-	98,417	-	98,417	-
General Fund C1	C1GL	45,917 (a)	-	45,917	-	45,917	-
NSIP C1	NC1L19-19	4,302 (b)	-	4,302	-	4,302	-
NSIP C1	NC1L20-19	12,858 (c)	-	12,858	-	12,858	-
Total Congregate Nutrition		198,102	-	198,102	-	198,102	-
Home-Delivered Meals							
Federal Title IIIC2	3C2L19-19	21,130 (b)	-	21,130	-	21,130	-
Federal Title IIIC2	3C2L20-19	63,388 (c)	-	63,388	-	63,388	-
General Fund C2	C2GL	201,808 (a)	-	201,808	-	201,808	-
NSIP C2	NC2L19-19	7,006 (b)	-	7,006	-	7,006	-
NSIP C2	NC2L20-19	20,940 (c)	-	20,940	-	20,940	-
Total Home Delivered Meals		314,272	-	314,272	-	314,272	-
Disease Prevention							
Federal Title IIID	3DFL19-19	747 (b)	-	747	-	747	-
Federal Title IIID	3DFL20-19	2,278 (c)	-	2,278	-	2,278	-
Total Disease Prevention		3,025	-	3,025	-	3,025	-
Family Caregiver							
Federal Title IIIE	3EFL19-19	4,802 (b)	-	4,802	-	4,802	-
Federal Title IIIE	3EFL20-19	14,793 (c)	-	14,793	-	14,793	-
Total Title IIIE		19,595	-	19,595	-	19,595	-
Elder Abuse Prevention							
Federal Title VII	7EFL19-19	145 (b)	-	145	-	145	-
Federal Title VII	7EFL20-19	440 (c)	-	440	-	440	-
Total Elder Abuse Prevention		585	-	585	-	585	-

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**AREA PLAN
Budget Display
Fiscal Year 2019-20 (Federal Fiscal Years 2019 & 2020)
County of Inyo**

12 months (July 1, 2019 - June 30, 2020)

Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change																																																																				
Administration																																																																											
Federal Title IIIB	3BAL19-19	4,011 (b)	-	4,011	-	4,011	-																																																																				
Federal Title IIIB	3BAL20-19	14,890 (c)	-	14,890	-	14,890	-																																																																				
Federal Title IIIC1	C1AL19-19	5,949 (b)	-	5,949	-	5,949	-																																																																				
Federal Title IIIC1	C1AL20-19	15,994 (c)	-	15,994	-	15,994	-																																																																				
Federal Title IIIC2	C2AL19-19	3,434 (b)	-	3,434	-	3,434	-																																																																				
Federal Title IIIC2	C2AL20-19	10,301 (c)	-	10,301	-	10,301	-																																																																				
Federal Title IIIE	3EAL19-19	2,016 (b)	-	2,016	-	2,016	-																																																																				
Federal Title IIIE	3EAL20-19	6,210 (c)	-	6,210	-	6,210	-																																																																				
General Fund C1	1GAL	95 (a)	-	95	-	95	-																																																																				
General Fund C2	2GAL	25 (a)	-	25	-	25	-																																																																				
Total Administration		62,925	-	62,925	-	62,925	-																																																																				
Funding Summary																																																																											
Federal Funds		511,055	-	511,055	-	511,055	-																																																																				
General Fund		314,690	-	314,690	-	314,690	-																																																																				
Public Health L & C																																																																											
Program Fund		3,578	-	3,578	-	3,578	-																																																																				
SNF Quality & Accountability		16,996	-	16,996	-	16,996	-																																																																				
State Health Facilities																																																																											
Citation Penalties																																																																											
Account		1,219	-	1,219	-	1,219	-																																																																				
Grand Total - All Funds		847,538	-	847,538	-	847,538	-																																																																				
Comments:																																																																											
The maximum amount of Title IIIE expenditures allowable for supplemental services is:						7,419																																																																					
The maximum amount of Title IIIE expenditures allowable for Grandparents is:						3,709																																																																					
The minimum General Fund to be expended for State Match in Title III is:						19,223																																																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">CFDA NUMBER</th> <th style="width: 10%;">Year</th> <th style="width: 15%;">Award #</th> <th style="width: 60%;">Award Name</th> </tr> </thead> <tbody> <tr><td>93.041</td><td>2019</td><td>1901CAOAEA-01</td><td>Older American Act Title VII- Elder Abuse Prevention</td></tr> <tr><td>93.041</td><td>2020</td><td></td><td>Older American Act Title VII- Elder Abuse Prevention</td></tr> <tr><td>93.042</td><td>2019</td><td>1901CAOAOA-01</td><td>Older American Act Title VII- Ombudsman</td></tr> <tr><td>93.042</td><td>2020</td><td></td><td>Older American Act Title VII- Ombudsman</td></tr> <tr><td>93.043</td><td>2019</td><td>1901CAOAPH-01</td><td>Older American Act Title III- Preventive Health</td></tr> <tr><td>93.043</td><td>2020</td><td></td><td>Older American Act Title III- Preventive Health</td></tr> <tr><td>93.044</td><td>2019</td><td>1901CAOASS-01</td><td>Older American Act Title III- Supportive Services</td></tr> <tr><td>93.044</td><td>2020</td><td></td><td>Older American Act Title III- Supportive Services</td></tr> <tr><td>93.045</td><td>2019</td><td>1901CAOACM-01</td><td>Older American Act Title III- Congregate Meals</td></tr> <tr><td>93.045</td><td>2020</td><td></td><td>Older American Act Title III- Congregate Meals</td></tr> <tr><td>93.045</td><td>2019</td><td>1901CAOAH-01</td><td>Older American Act Title III- Home-Delivered Meals</td></tr> <tr><td>93.045</td><td>2020</td><td></td><td>Older American Act Title III- Home-Delivered Meals</td></tr> <tr><td>93.052</td><td>2019</td><td>1901CAOAF-01</td><td>Older American Act Title III- Family Caregivers</td></tr> <tr><td>93.052</td><td>2020</td><td></td><td>Older American Act Title III- Family Caregivers</td></tr> <tr><td>93.053</td><td>2019</td><td>1901CAOANS-00</td><td>Older American Act Nutrition Services Incentive Program</td></tr> <tr><td>93.053</td><td>2020</td><td></td><td>Older American Act Nutrition Services Incentive Program</td></tr> </tbody> </table>								CFDA NUMBER	Year	Award #	Award Name	93.041	2019	1901CAOAEA-01	Older American Act Title VII- Elder Abuse Prevention	93.041	2020		Older American Act Title VII- Elder Abuse Prevention	93.042	2019	1901CAOAOA-01	Older American Act Title VII- Ombudsman	93.042	2020		Older American Act Title VII- Ombudsman	93.043	2019	1901CAOAPH-01	Older American Act Title III- Preventive Health	93.043	2020		Older American Act Title III- Preventive Health	93.044	2019	1901CAOASS-01	Older American Act Title III- Supportive Services	93.044	2020		Older American Act Title III- Supportive Services	93.045	2019	1901CAOACM-01	Older American Act Title III- Congregate Meals	93.045	2020		Older American Act Title III- Congregate Meals	93.045	2019	1901CAOAH-01	Older American Act Title III- Home-Delivered Meals	93.045	2020		Older American Act Title III- Home-Delivered Meals	93.052	2019	1901CAOAF-01	Older American Act Title III- Family Caregivers	93.052	2020		Older American Act Title III- Family Caregivers	93.053	2019	1901CAOANS-00	Older American Act Nutrition Services Incentive Program	93.053	2020		Older American Act Nutrition Services Incentive Program
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(a) Funds must be expended by 6/30/20 and final expenditures reported in closeout by 7/31/20.

(b) Funds must be obligated by 9/30/19 and final expenditures reported in closeout by 7/31/20. The baseline request to be transferred for the project (7/1/19-9/30/19) is due 5/1/19. These funds may not be carried over into a following year contract.

(c) Funds must be reported in closeout by 7/31/20 and may be carried over into the following year contract. The baseline request to be transferred for the project (10/1/19-6/30/20) is due 1/15/20.

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. 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. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code § 10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

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.

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

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 American 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 American 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.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the

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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 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]

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ARTICLE II. ASSURANCES (Continued)

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.

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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]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]

**Special Terms and Conditions – Exhibit D
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ARTICLE II. ASSURANCES (Continued)

- 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 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

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE II. ASSURANCES (Continued)

- 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.

L. Contractor's Staff

- 1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.

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ARTICLE II. ASSURANCES (Continued)

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.

O. Lobbying Certification

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

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ARTICLE II. ASSURANCES (Continued)

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."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

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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 mere 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, 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.

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ARTICLE V. SUBCONTRACTS (Continued)

- 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.
- 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.

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ARTICLE V. SUBCONTRACTS (Continued)

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.
- 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

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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 \$500 (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, 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.

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ARTICLE VII. PROPERTY (Continued)

- 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, 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 CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024).

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.
 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,

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ARTICLE VII. PROPERTY (Continued)

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.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

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ARTICLE VII. PROPERTY (Continued)

- 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 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

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

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)
 - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- 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
1300 National Drive, Suite 200
Sacramento, California 95834
 - 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 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."

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

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.
 - d. Comparison of expenditures with budget amounts for each federal award.

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- 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.
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

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

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 conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity,

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

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.
- 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.

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ARTICLE XI. INSURANCE (Continued)

- 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 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

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ARTICLE XII. TERMINATION (Continued)

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.

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.

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ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS (Continued)

- 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 an Agency Contacts Designation Form (CDA045) 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, 1300 National Drive, Suite 200, Sacramento, California, 95834. 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. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contacts Designation form (CDA 045) to AAAcontactinfo@aging.ca.gov. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended CDA 045.

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),

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

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) 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 data collected 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 confidential, sensitive and/or personal identifying information 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, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

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 confidential, sensitive and/or personal identifying information 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 confidential, sensitive and/or personal identifying information 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.

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.

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

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 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 confidential, sensitive and/or personal identifying information 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.

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.

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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, 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.

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

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:
 - 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]

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

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]

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]

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

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.

**Additional Provisions – Exhibit E
AP 1920 Contract**

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, 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.

**Additional Provisions – Exhibit E
AP 1920 Contract**

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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 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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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

**Additional Provisions – Exhibit E
AP 1920 Contract**

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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.
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)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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 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]

**Additional Provisions – Exhibit E
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ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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)(5)(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(d)(2)] [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)(7)] [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)]

**Additional Provisions – Exhibit E
AP 1920 Contract**

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

10. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:
 - 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 will 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 § 705(a)(6)(C)] [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.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

C. Assurances Specific to Legal Service Providers (LSPs)

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

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 use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.
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.

**Additional Provisions – Exhibit E
AP 1920 Contract**

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)]

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.

ARTICLE II. REPORTING PROVISIONS (Continued)

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>.
2. Submit the California Legal Services Quarterly Aggregate Report Form (CDA 1022) via email to DataTeam.Reports@aging.ca.gov.
3. Submit performance data reports quarterly.
4. 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 and CDA 1022 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 sent to the corresponding AAA.

ARTICLE II. REPORTING PROVISIONS (Continued)

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:
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.

**Additional Provisions – Exhibit E
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ARTICLE II. REPORTING PROVISIONS (Continued)

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.
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.

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.
 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.

**Additional Provisions – Exhibit E
AP 1920 Contract**

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:
 - 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
1300 National Drive, Suite 200
Sacramento, CA 95834
Attn: State Ombudsman

**Additional Provisions – Exhibit E
AP 1920 Contract**

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

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.
 - 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 CDA to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.



CERTIFICATION

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:

- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report (CDA 1025).
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement.
- All employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access by the Contractor/Vendor to any computer-based confidential information within the scope of the Contract.

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: May 14th, 2019

SUBJECT: Approval of Plans and Specification for the Taxiway Rehabilitation Project at the Bishop Airport

DEPARTMENTAL RECOMMENDATION: Request that your Board:

- A) Approve the plans and specifications for the Taxiway Rehabilitation Project at the Bishop Airport;
- B) Authorize the Public Works Director to advertise and bid the project;
- C) Authorize the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) Airport Improvement Project (AIP) funding Grant Agreement for the Taxiway Rehabilitation Project at the Bishop Airport.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The overall objective of the project is rehabilitation of the airfield taxiways. More specifically, the project consists of:

- 1. Crack repair and seal coat on Taxiway A,
- 2. The removal of portion of Taxiway F which is in conflict with FAA standards,
- 3. Full Depth Reclamation (FDR) and overlay of Taxiways H (including widening by 10 feet), B, G, and a portion of C;
- 4. Paint marking on all rehabilitated surfaces.

If adequate funding is available from the FAA the following additional scopes of work will be included in the project:

- 5. FDR and overlay on Taxiways C (the remaining portion) and D,
- 6. Micro-mill and seal coat on Taxiway E

The scope of work on Taxiway A is limited to crack repair and seal coat because the County and the FAA have agreed that the taxiway will be relocated 74 feet to the southwest in the near future to achieve the required taxiway/runway centerline separation of 450 feet. Construction for the Taxiway A Relocation Project is included in the Bishop Airport Capital Improvement Plan in the year 2023. If the County chose to include FDR and overlay on Taxiway A in the current project, and the relocation project was carried out in 2023 as planned, the County would be required to refund a large portion of the AIP funds used on the taxiway.

The project will be partially funded by an FAA grant, but the grant is not yet in place. FAA procedures require that bids for the project be opened and approved for funding prior to finalizing grant funding; the construction contract will not be awarded until the grant is executed.

The construction contract, construction engineering, and construction management costs are ninety percent (90%) reimbursable by the anticipated FAA AIP Grant Agreement. After the FAA Grant Agreement is in place, the Public Works Department will apply for a California Division of Aeronautics matching grant, which will fund five percent (5%) of the FAA Grant Agreement amount, which is four and one-half percent (4.5%) of the entire project. The County must pay the remainder of the match, which is five and one-half percent (5.5%) of the entire project.

ALTERNATIVES: Your Board could choose not to approve the plans and specifications and advertising for bids for the Taxiway Rehabilitation Project at the Bishop Airport. This is not recommended because a FAA Grant Agreement for construction needs to be executed by July 30, 2019 to capture as much discretionary funds as possible. If the FAA timeline for grant award is not met, the County may not receive adequate funding to carry out the full construction project.

OTHER AGENCY INVOLVEMENT: County, FAA, Counsel (for review and approval of the bid procedures, bid documents, and contract).

FINANCING: The project will be funded by the FAA’s AIP, which will reimburse the County for ninety percent (90%) of the construction cost of the project, and by the CDA’s matching grant program, which will reimburse the County for four and one-half percent (4.5%) of the construction cost of the project. The reimbursable costs will be paid through budget unit 630305, Bishop Airport Taxiway Rehabilitation, object codes 5700, Construction in Progress and 5265, Professional Services.

APPROVALS

COUNTY COUNSEL:

J Churchla

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

Approved: yes Date: 5/8/19

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

Michael A. [Signature]

Date: 5/8/19

COUNTY OF INYO
PUBLIC WORKS DEPARTMENT
NOTICE INVITING BIDS
FAA PROJECT NO. 03-06-0024-21-2019
COUNTY PROJECT NO. TR-19-001

The Inyo County Public Works Department is soliciting bids for:

TAXIWAY REHABILITATION PROJECT
At The Bishop Airport

703 Airport Road, Bishop, California 93514

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans may be obtained from the Inyo County Public Works Department, 168 North Edwards Street, P.O. Drawer Q, Independence, CA 93526, Telephone (760) 878-0201. A nonrefundable fee of \$100.00 will be charged for each Bid Package. Checks shall be made out to *Inyo County Public Works Department*. The Bid Package may be viewed at the department offices during regular business hours and on the County of Inyo website at www.inyocounty.us.

Bidders must purchase bid documents and register as plan holders to be able to submit a bid. Only registered plan holders will receive any addenda to the bid packages. If a bidder does not acknowledge any and all addenda in the bid, the bid proposal may be rejected.

To expedite shipping, fax to (760) 878-2001 a copy of (1) your mailed check, (2) your bidder contact information, and (3) your FedEx number for shipping. Checks are to be made out to *Inyo County Public Works Department*.

Bids must be delivered in a sealed envelope clearly marked thereon with the bidder's name and address, the word BID, and the project title:

TAXIWAY REHABILITATION PROJECT

To be considered, **bids must be received by the Assistant Clerk of the Inyo County Board of Supervisors, 224 N. Edwards Street (mailing address: P.O. Box N), Independence, CA 93526 at or before 3:30 P.M., on _____, 2019** after said time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

General Work Description:

Base Bid: The base bid includes Schedules 1-3

- **Schedule 1** – This work includes crack repair and seal coat on Taxiway ‘A’ with exits ‘A1’, ‘A2’ and ‘A3’, the partial removal of Taxiway ‘F’ and Full Depth Reclamation and overlay of the remaining portion of ‘F’.
- **Schedule 2** – Full Depth Reclamation and overlay, with 5 foot widening on each side, on Taxiway ‘H’ with exits ‘J’ and ‘D’ (east).
- **Schedule 3** – Full Depth Reclamation and overlay of Taxiways ‘B’, ‘C’ (portion from Taxiway ‘B’ to Runway 8-26) and ‘G’

Bid Additive 1: Full Depth Reclamation and overlay of Taxiway ‘C’ (portion from Runway 8-26 to Taxiway ‘D’)

Bid Additive 2: Full Depth Reclamation and overlay of Taxiway ‘D’

Bid Additive 3: Micromill and seal coat on Taxiway ‘E’

All work schedules and additives include pavement markings.

This is a Federal Aid Project and all bids must be based upon rates and wages at least as high as the minimum rates established by the Secretary of Labor as included in the Specifications. Prevailing wage rates for California shall be paid to all classifications of labor as required by the laws of the State of California. The proposed Contract is under and subject to Executive Order 11246 of September 24, 1965, and to the Equal Opportunity Clause. The EEO requirements, labor provisions and wage rates are included in the specifications and bid documents and are available for inspection at the Department of Public Services.

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

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

Attention is directed to the federal minimum wage rate requirements of this project. If there is a difference between the minimum wage rates predetermined by the U.S. Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The County will not accept lower state wage rates not specifically included in the federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the federal wage determinations. Where federal wage determinations do not contain the state wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the federal minimum wage rate that most closely approximates the duties of the employees in question.

The bidder must be licensed as required by law at the time the contract is awarded. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. The State of California contractor license classification required for this project work is an "A" or a combination of all of the specialty classifications that will be required for the complete performance of all of the work in accordance with the contract documents. In addition, the Bidder, if a joint venture, must have a current joint venture license at the time of award of the contract in accordance with **Business and Professions Code Section 7029.1**.

The Bidder is further advised, pursuant to Public Contract Code Section 20103.5, that the first payment for work or material under this Contract shall not be made unless and until the Registrar of Contractors verifies to the County that the records of the Contractors' State License Board indicate that the Contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

The Bidder is further advised of the Federal Requirements, attached hereto as Notice Inviting Bids Attachment A: Information to Bidders, and shall comply with such requirements.

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

Each bidder must supply all the information required by the contract documents, special provisions and the standard specifications.

County of Inyo
Public Works Department

Michael J. Errante
Director of Public Works

Dated: May 2019



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER

14

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: May 14th, 2019

SUBJECT: Approval of American Security Group Maintenance Agreement

DEPARTMENTAL RECOMMENDATION:

- 1) Declare American Security Group a sole source provider for video security maintenance and support.
- 2) Request Board ratify the contract between the County of Inyo and American Security Group for the provisions of services, maintenance of security surveillance system equipment, for the period of July 1, 2019 through June 30, 2020 in the amount of \$12344.00, and authorize the Sheriff or his designee to sign, contingent upon Board's adoption of future budgets, and contingent on obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

American Security Group provides proprietary software and server system that comprise the surveillance system in the Jail and Sheriff's Administration facilities. The system is robust, comprised of 98 high definition cameras; high definition monitors located in the jail and dispatch. As the system is proprietary, only American Security Group can provide maintenance and technical support. The Jail security system is aging and replacement costs have been included in the department requested budget for equipment replacement of equipment not covered by the terms of the service agreement or warranty.




ALTERNATIVES:

There are no practical alternatives available. American Security Group has proprietary software and equipment. Funds to change out all of the security equipment and new software are not available.

OTHER AGENCY INVOLVEMENT:

Agenda Request
Page 2

Funding is included in the 2019-2020 requested budgets in Budget Unit 022706 Jail Security and Budget Unit 022900 Jail General, object code 5265 Other Professional Services.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>4/26/19</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>4/30/2019</u> <i>Risk</i>
PERSONNEL DIRECTOR: <i>Risk</i> 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>5/08/2019</u> <i>Risk</i>

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



Date: 5/9/19

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP
FOR THE PROVISION OF VIDEO SECURITY SYSTEM MAINTENANCE AND SUPPORT SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need, for the MAINTENANCE AND SUPPORT services of AMERICAN SECURITY GROUP of VISTA, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from 07/01/2019 to 06/30/2020 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$12,344.00 (see attached proposal #1012587) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from

receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
<u>OFFICE OF THE SHERIFF</u>	Department
<u>PO DRAWER S</u>	Street
<u>INDEPENDENCE, CA 93526</u>	City and State

Contractor:	
<u>AMERICAN SECURITY GROUP</u>	Name
<u>PO BOX 48</u>	Street
<u>VISTA, CA 92085</u>	City and State

25. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP**
FOR THE PROVISION OF VIDEO SECURITY SYSTEM MAINTENANCE AND SUPPORT SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Grace Chuchla

APPROVED AS TO ACCOUNTING FORM:

[Signature]

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP
FOR THE PROVISION OF VIDEO SECURITY SYSTEM MAINTENANCE AND SUPPORT SERVICES**

TERM:

FROM: 07/01/2019 **TO:** 06/30/2020

SCOPE OF WORK:

SEE ATTACHED AMERICAN SECURITY GROUP PROPOSAL #1012587 AND ATTACHED AMERICAN SECURITY GROUP SERVICES AGREEMENT.



September 29th, 2017

Inyo County Sheriff's Office
550 S Clay St
Independence, CA 93526

Attention: **Jared Sparks**

Subject: **Silver Level Security Systems Support Agreement for Inyo Sheriff's Office and Jail facility**

American Security Group ("ASG") proposes to provide enhanced support services for the System Galaxy access control and OnSSI Ocularis video security systems at Inyo County Sheriff's Office and Jail.

SERVICES PROVIDED

ACCESS CONTROL SYSTEM

- Provide general upkeep and maintenance of the System Galaxy application server, including all services and applications, as needed.
- Perform major System Galaxy software version upgrade for all Galaxy servers and clients.
- One-year Galaxy software maintenance license included.
- Ensure Galaxy database backups are configured as per Inyo IT guidelines.
- Provide 24-hour tech support for Galaxy operators.
- Verify holiday schedule is programmed per Inyo guidelines.
- Ensure Galaxy database backups are configured as per Inyo IT guidelines.
- Restore Galaxy database from most recent backup if database becomes damaged.
- Provide reports for Galaxy operators as required, during normal business hours.
- Provide database scripting services and custom reports (see Special Conditions / Exclusions for details).
- Manage Galaxy operators and permissions in accordance with Inyo security policy.

VIDEO SECURITY SYSTEM

Video Management System

- Provide general upkeep and maintenance of the Ocularis application server, including all OnSSI services and applications, as needed.
- Verify and optimize server performance: check video archive length, event recording, custom features (if applicable), and ensure recording schedules meet Inyo security requirements.
- Verify network connections and thresholds.
- Manage Ocularis operators and permissions in accordance with BLB&G security policy.
- Provide 24-hour tech support for Ocularis operators.
- One-year OnSSI software support license included (for current cameras; future camera additions charged separately).

SPECIAL CONDITIONS / EXCLUSIONS

- Agreement includes technical support services for current Galaxy and Ocularis systems only. If technical support services for additional or expanded Galaxy / Ocularis systems are required after the execution of this agreement, ASG reserves the right to submit a revised cost basis for said agreement.
- Agreement does not include maintenance and support on operating systems, database engines, and virtual machines that are provided and/or maintained by Inyo IT
- ASG Citrix Service and Remote Desktop access required for technical support services.
- Galaxy database scripting and custom report services included with this agreement are for current system capabilities only. Manufacturer generated scripting services may incur additional fees.
- **Unscheduled/emergency service visits and/or T&M service requests will be provided at discounted rates as per the following guidelines:**
 - Normal business hours (Monday – Friday, 08:00 am – 5:00 pm): \$ 95.00 per hour
 - Extended hours (emergencies, evenings, weekends and holidays): \$ 145.00 per hour
 - Given Inyo’s location service visits will be subject to a flat rate trip charge. This will provide a savings over directly charged labor at normal or discounted rates
 - Flat “Trip Charge” rate will be \$ 995.00. This will be billed in addition to labor rate for hours spent on jobsite
- Actions performed or required by third party vendors to hardware or software not included.
- Agreement does not include the repair or replacement of any non-warranty equipment that is discovered to be defective in any manner during the inspection. ASG will provide Inyo with an estimate to repair or replace said equipment upon completion of the inspection.
- This agreement does not cover rental costs for high reach equipment that may be required for service and inspection of the security system equipment. If high reach equipment is necessary, Inyo agrees to either furnish it at the time of service or be billed for equipment services provided by ASG.
- ASG makes no claim that neither security equipment nor this service plan will prevent or stop criminal activity.
- Pricing good until July 31st, 2019.

ADDITIONAL TERMS

- The term of the support agreement will be for a period of one (1) year beginning on a date to be selected by Inyo by written notice to ASG.



COSTS

ACCESS CONTROL SYSTEM:	\$ 850.00
VIDEO SECURITY SYSTEM:	\$ 8,100.00
SOFTWARE SUPPORT / MAINTENANCE:	\$ 3,394.00
Subtotal:	\$ 12,344.00
Sales Tax:	\$ 00.00
TOTAL:	\$ 12,344.00

Should you have any questions or require additional information, please contact Preston Gregory at (760) 727-4020 or pgregory@amergroup.com. If you accept this proposal under the terms and conditions set forth, please execute the Certificate Acceptance on the following page.

Very respectfully,

Preston Gregory
Business Development Manager
American Security Group



CERTIFICATE OF ACCEPTANCE

Date:

Customer:

Address:

City & State:

Contract Number:

PO Number (if applicable):

Work Title or Description:

Inyo hereby accepts the proposal of American Security Group (ASG) dated April 18th, 2019 to which this Certificate is attached.

Inyo

American Security Group

Date: _____

Date: _____

Signature

Signature

Printed Name

Printed Name

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP
FOR THE PROVISION OF VIDEO SECURITY SYSTEM MAINTENANCE AND SUPPORT SERVICES**

TERM:

FROM: 07/01/2019 **TO:** 06/30/2020

SCHEDULE OF FEES:

See attached American Security Group Proposal #1012587.



Proposal

Date	Proposal #
4/18/2019	1012587

Customer
Inyo County Sheriff's Facility PO BOX 5 550 S Clay St Independence, CA 93526

Ship To
Inyo County Sheriff's 550 S Clay St Independence, CA 93526

Qty	Description	Rate	Total
	Inyo County Sheriff's Dept Support and Service Agreement Revised for 2018/2020 Fiscal Year to include Remote Support Only		
	IP Video System Service & Support		
1.00	IP Video System Service Plan (Base)	500.00	500.00
2.00	IP Video Server Maintenance & Support	250.00	500.00
2.00	IP Video Storage Device Maintenance & Support	225.00	450.00
4.00	IP Video Network Equipment Maintenance & Support	250.00	1,000.00
4.00	IP Video Client Workstation Maintenance & Support	250.00	1,000.00
93.00	IP Video Camera Maintenance & Support	50.00	4,650.00
	Subtotal		8,100.00
	Access Control System Service and Support Agreement		
1.00	Access Control System Service Plan (Base)	500.00	500.00
1.00	Access Control Server Service and Support	250.00	250.00
1.00	Access Control System Controller Maintenance & Support	50.00	50.00
1.00	Access Control Power Supply Maintenance & Support	50.00	50.00
	Subtotal		850.00
	System Software Updates		
	OnSSI Video Management System		
1.00	Ocularis Enterprise Base 1 Year StayCURRENT	169.00	169.00
93.00	Ocularis Enterprise Camera 1 Year StayCURRENT	32.00	2,976.00
	System Galaxy Access Control		
1.00	Additional 1 year software maintenance	249.00	249.00
	Subtotal		3,394.00

I hereby authorize performance of this proposal and agree to the following payment terms: Net 30		Subtotal	\$12,344.00
ACCEPTED BY: _____ DATE: _____		Tax (8.75%)	\$0.00
PO Box 48 Vista CA, 92085 www.amssecgroup.com Voice 760-727-4020 Fax 760-727-4027 CA LIC 665638 ACO LIC 4234		Total	\$12,344.00

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP
FOR THE PROVISION OF VIDEO SECURITY SYSTEM MAINTENANCE AND SUPPORT SERVICES**

TERM:

FROM: 07/01/2019 **TO:** 06/30/2020

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER

15

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: May 14th, 2019

SUBJECT: Approval of American Security Group Blanket Purchase Order

DEPARTMENTAL RECOMMENDATION:

- 1) Authorize blanket purchase order for routine equipment replacement costs with American Security Group in an amount of \$30,000 during FY 2019/2020 in addition to the annual maintenance contract (\$12,344.00), contingent on the approval of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

American Security Group provides proprietary software and server system that comprise the surveillance system in the Jail and Sheriff's Administration facilities. The system is comprised of 98 high definition cameras; high definition monitors located in the jail and dispatch. As the system is proprietary, only American Security Group can provide maintenance and technical support. The Jail security system is aging and replacement items are needed annually to ensure the system stays operational. When the security system was installed, it was the best option for the price the county could afford. Over the years with annual budget cuts, the equipment has not been replaced as it should be and we are experiencing multiple failures per year that are outside of the maintenance agreement offered. Each site visit ranges in price from \$4000-\$7000 depending on the equipment needed and labor charges. In an attempt to mitigate emergency purchases throughout the year, we are requesting blanket purchasing authority above and beyond the maintenance contract.

ALTERNATIVES:

There are no practical alternatives available. American Security Group has proprietary software and equipment. Funds to change out all of the security equipment and new software are not available as it could cost upwards of \$1,000,000.00. The Sheriff's office has been researching other security options, but at this time has not found an affordable solution.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding is included in the 2019-2020 requested Budget Unit 022706 Jail Security object code 5265 Other Professional Services.

APPROVALS

AUDITOR/CONTROLLER:

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

Amy Shepherd

Approved: yes Date 5-3-19

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 5/6/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
16

FROM: Public Works Department

FOR THE BOARD MEETING OF: MAY 3 4 2019

SUBJECT: Consider approval of a Memorandum of Understanding (MOU) with the U.S. Forest Service to complete the Inyo County road jurisdiction National Environmental Policy Act (NEPA) review project.

DEPARTMENTAL RECOMMENDATIONS:

Request Board 1) consider approval of a MOU (and related re-imbusement "Cost Recovery Agreement") with the U.S. Forest Service specifically related to roles and responsibilities for the Inyo County road jurisdiction National Environmental Policy Act (NEPA) review project, and 2) authorize the Chief Administrative Officer to sign the MOU and Cost Recovery Agreement.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The County was awarded a State Parks grant to complete a NEPA document evaluating potential environmental impacts resulting from jurisdictional agreement(s) between Inyo County and the Inyo National Forest for those County roads that are part of the Inyo County Maintained Mileage System that cross Inyo National Forest land and are proposed for combined use. The County has three years to complete the planning grant. The starting date for the grant is December 27, 2017.

Project Scope

The County has a need to perfect the right of ways with the Forest Service for County roads that cross Inyo National Forest land. The option being considered today is completion of a NEPA review and reaching a jurisdictional agreement for only those roads proposed for combined-use. This option will cost the County an estimated \$160,787 plus any related staff time and any additional cadastral surveying required to define the potential legal boundaries. See the discussion in the Financing section for more detail.

MOU

The NEPA document will require approval by the Inyo National Forest Superintendent. Inyo National Forest and County staff mutually agreed that an MOU establishing the roles and responsibilities of each agency would be appropriate for this project. Inyo National Forest staff provided the County with an example MOU for the processing of a NEPA document. Staff revised the MOU to make it specific to this project and then had County Counsel's office review the MOU. Inyo National Forest staff then recommended some minor changes. The minor changes were reviewed and accepted by Public Works and County Counsel staff.

Background

AB 628, creating Vehicle Code section 38026.1, was passed by the State Legislature and signed into law in 2011 and then extended by SB 1345 in 2016. The bill authorizes Inyo County to establish a pilot project and designate specified combined-use highways to link existing off-highway motor vehicle trails and trailheads on

federal Bureau of Land Management or United States Forest Service (USFS) lands, and to link off-highway motor vehicle recreational-use areas with necessary service and lodging facilities, in order to provide a unified linkage of trail systems for off-highway motor vehicles. The law will sunset on January 1, 2020 unless enacted or extended by the Legislature.

The County of Inyo adopted Implementing Procedures for AB 628 (Implementing Procedures) consistent with the requirements of Vehicle Code sections 38026.1(b)(1) & (2) in 2012. On October 12, 2012, the project proponents (Adventure Trails System of the Eastern Sierra, LLC) submitted 38 separate applications to Inyo County. Each application sought County designation of a combined-use route project permitting Off Highway Vehicles (OHV) to share the road with regular vehicular traffic as allowed by Vehicle Code section 38026.1. Each application was for an individual project, collectively referred to as the ATV Adventure Trails of the Eastern Sierra Project. Each application was filed in accordance with both AB 628 and the Implementing Procedures.

Before the Board of Supervisors considered the 38 combined-use applications, the project proponents requested that the Board limit its consideration to just 8 combined-use routes, with one of the routes being revised. On January 22, 2015, the Board of Supervisors approved seven combined-use routes. Three routes were opened in the summer of 2015 and then the last four were opened this year after the City of Los Angeles approved a letter of permission to allow routes to operate that have a start point on LADWP-owned land leased by the County.

Inyo National Forest

The County was limited in its ability to designate combined use routes by the Inyo National Forest. The Forest Service noted that no right of way agreements or easements have been identified which grant the County authority to maintain the roads on Forest Service lands proposed to be designated as combined use routes. The Forest Service stated that in order for the County to proceed with the portion of the Pilot Project located on USFS land, an agreement between the Forest Service and the County must be in place that clearly describes an easement or right of way for the road that is being used for combined use. Before the Forest Service can consider entering into such an agreement or granting an easement for the roads, there would have to be compliance with the NEPA.

Further discussion while negotiating this MOU has led the Forest Service to categorize the proposed routes that would be examined under this NEPA review as follows:

- 1) Roads eligible under the National Forest Road and Trail Act (FRTA) with appropriate NEPA review that would qualify for FRTA easements.
 - a. Death Valley Rd. (Adv. Trails - Northern Inyos Route 1,2&3)
 - b. County Rd. #2028, between Big Pine & Keough HS (Adv. Trails – Big Pine Route 1)
 - c. Onion Valley Rd. up to Foothill Rd. (Adv. Trails – Independence Routes 3&6)
 - d. Foothill Rd. (Adv. Trails – Independence Routes 3&6)
- 2) Roads categorized as Maintenance Level 3 (ML3) that would need a determination of safety for motorized mixed use and NEPA review, after which they could qualify for a Special Use Permit (not an easement even though these roads are in the County Maintained Mileage System).
 - a. Coyote Valley Rd. (Adv. Trails – Bishop Route 10)
 - b. McMurray Mdws Rd. (Adv. Trails – Big Pine Route 3)
 - c. Division Crk Rd. (Adv. Trails – Aberdeen Route 1)
 - d. Mazourka Canyon Rd. (Adv. Trails – Independence Route 2)

The other USFS roads under consideration during these discussions have been categorized as Maintenance Level 2 (ML2) which are suitable for mixed use without further review. The Forest Service has determined these as both ML2, suitable for Cooperative Road Agreement and ML2, unsuitable for agreement or easement. Their designation

as ML2 does clear the way for OHV mixed usage, but does not facilitate the combined use designation with Inyo County. No clear jurisdictional agreements have been located for any of the discussed subject roads.

As part of its approval of combined-use routes, the County did not approve any routes that have a start or an end point on a road that is part of the USFS system.

The NEPA review of County roads will require environmental surveys along the entire portion of the road that crosses Inyo National Forest land. Once the field information has been completed, it is estimated that it would take 12-18 months to complete NEPA.

Perpetual Easements

For each project the County has pursued on Forest Service land in the last five years or so (Sabrina Bridge, Whitney Portal Road, Rock Creek Road, South Lake Road, Horseshoe Meadows Road flood damage), it revisited the jurisdictional issue with the Forest Service. Initially, the Forest Service had some reluctance to reach an agreement that would grant the County a perpetual easement to operate these roadways; however, the Forest Service appears to be open to an agreement at this time. So as to make future projects more agreeable to each party, staff proposes that the County pursue an agreement with the Forest Service to provide the County with a perpetual easement to operate roads the County maintains on Forest Service land. This will make it such that the County is better prepared to undertake projects on these roads and to respond to emergency events that effect roadway operation.

Risk Assessment

It is possible that the controversial nature of the combined-use route designation process could make the environmental document more challenging to approve, so there may be a risk in tying the environmental analysis of the easement agreement with the combined-use routes.

ALTERNATIVES:

- 1) The Board could choose to not pursue NEPA review and road easements, effectively staying with the status quo or give further direction to staff.
- 2) The Board could choose to add specific language to the MOU with the U.S. Forest Service. Any changes would require concurrence from the Forest Service.

OTHER AGENCY INVOLVEMENT:

- California Department of Parks and Recreation Off-highway Motor Vehicle Recreation Division (grant approval)
- Inyo County Road Department (primary source of funding for match and for all County roads option)
- Inyo County Local Transportation Commission (secondary source of funding for match and for all County roads option)
- Inyo National Forest (approval of NEPA document, MOU partner)

FINANCING:



At the time County staff brings forward to your Board the contract with a top-ranked consultant to complete the NEPA document for the jurisdictional review, the Board will be asked to finalize the budgeting for this project. The grant project scope includes:

- Archaeological & Biological Surveys by a consultant of the entire length of each roadway. The right of way width will in general be 66 feet plus include existing drainage features. This may vary by road with some roads not having a wider right of way and some roads having a narrower right of way.

- Completion of an Environmental Assessment (EA) or and Environmental Impact Statement (EIS) by a consultant
- Reimbursement to Planning Department and County Counsel for their time reviewing / working on the environmental document
- Reimbursement to Inyo National Forest staff for their time reviewing the environmental document and working with the consultant (covered by the Cost Recovery Agreement, estimated as \$67,344.82)

The original estimated cost to complete the State Parks grant is \$618,407. The County is responsible for providing a 26% match for this portion of the project (\$160,787). An additional future component will be to pay Forest Service staff for their time reviewing the actual right of way legal instruments.

Funds for this in upcoming fiscal years will come from the Road Department and from the Local Transportation Commission (LTC) budgets. The estimated cost for the matching funds of the State Parks grant is \$160,787. The matching funds would be taken from the Road Department and the Transportation and Planning Trust budgets in Fiscal Years 2018-2019, 2019-2020, and 2020-2021. The LTC will fund up to \$149,000 based on the current project load for Planning, Programming, and Monitoring funds and the amount of those funds forecast to be available to the LTC. The remaining funds would come from the Road Department.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/1/19</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/6/19</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 5/7/19
 (Not to be signed until all approvals are received)

Attachments: Inyo County Roads that cross Inyo National Forest land
 Draft MOU and Cost Recovery Agreement



MEMORANDUM OF UNDERSTANDING
Between
INYO COUNTY
and the
U.S. FOREST SERVICE
INYO NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between, Inyo County, hereinafter referred to as County or the Proponent, and the U.S. Forest Service, Inyo National Forest, hereinafter referred to as the U.S. Forest Service.

Title: Inyo County/Inyo National Forest Road Use and Jurisdictional Agreement National Environmental Policy Act (NEPA) Review

I. BACKGROUND AND PURPOSE:

Inyo County has been maintaining some roads on U.S. Forest Service land since at least as early as a Road Register was filed with the State in the 1940's. The County has conducted regular maintenance, placed regulatory signage, and completed major reconstruction projects on these roadways since that time. Both parties are unable to locate any type of instrument that codifies the responsibility for maintenance and in some cases, operation of these roadways. Potential instruments for road maintenance could be a National Forest Road and Trail Act (FRTA) easement, a special use permit, or a cooperative road maintenance agreement, depending on the road type and uses. The County has also requested to allow combined use of passenger cars and non-street legal Off Highway Vehicles (OHVs) on some of these County maintained roads.

The Forest Service has determined that there are two separate groups of roads that need two different types of environmental analyses. One set includes those that may be suitable for a FRTA easement, and the other is those that may be suitable for a special use permit.

In order to place roads under a FRTA easement, a NEPA analysis will need to be conducted following a Categorical Exclusion (CE) for exchanging interest in land, when the resulting land uses remain essentially the same (36 CFR 220.6(d)(7)). While the Forest Service will complete this NEPA decision document, they request that all required resource surveys, data collection and necessary resource analysis be completed by a third party contractor.

For roads not suitable for FRTA easements, the Forest Service can issue a permit to the County, for maintenance and operation of the roads. This will also require NEPA analysis, likely also a CE. The Forest Service requests that all surveys, environmental analysis and the decision document for these roads be completed by a third party contractor.



The Forest Service must comply with federal laws and regulations which require an analysis of the potential environmental impacts and other effects of jurisdictional change or a change in the type of use allowed on a road. These laws and regulations include, but are not limited to: the National Environmental Policy Act (NEPA), Endangered Species Act (ESA), National Forest Management Act (NFMA), National Historic Preservation Act (NHPA), and Executive Orders pertaining to wetlands and floodplains.

The purpose of this Memorandum of Understanding is to provide a framework for the coordination and cooperation between the Forest Service and the County to establish procedures through which the Forest Service will direct a contractor to complete the necessary surveys, analysis and documentation required in order to issue a jurisdictional instrument or to designate a change in use on forest service roads.

To facilitate timely completion of required environmental documents and to expedite the Forest Service response to the proposed instrument, the Proponent (County) has agreed to contract with a consulting firm approved by the Forest Service for surveys, reports, and preparation of a NEPA document. In accordance with the provision set forth in 40 CFR par 1506.5 (c) and at the recommendation of the County and the Forest Service, the County and the Forest Service will mutually select the Primary Consultant to conduct the surveys, environmental analysis, and to prepare a Draft and Final NEPA document on the forest's behalf in order to respond to the county's proposal, but at the County's expense. The Primary Consultant shall agree to provide an environmental analysis and supporting documents that meets the Forest Service's standards and the requirements of the NEPA.

The parties will cooperate in accordance with the following provisions:

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service has determined that two separate environmental analyses are required before they can render a decision on the proposed project. The environmental analyses must comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4371 et seq., (NEPA) and all other applicable laws, executive orders, regulations, and direction, including, but not limited to, Forest Service Manual 1950, and Forest Service Handbook 1909.15.

All surveys to support the environmental analyses will be completed and documented by a third-party contractor under Forest Service supervision, and in a manner consistent with the applicable legal requirements and the requirements of this Agreement.

The decision documents will be completed by Forest Service staff, with surveys and reports documenting survey results provided by a third-party contractor.



The Parties agree that the Analysis will be given a high priority, will be initiated and completed promptly, will utilize existing information to the greatest extent appropriate, will focus on key environmental issues, and will provide an opportunity for full participation by interested members of the public and government agencies consistent with the applicable legal requirements.

This Memorandum of Understanding meets the intent of these regulations and provides guidance on the roles that each agency will take. In consideration of the above premises, the parties agree as follows:

III. THE PROPONENT SHALL:

- A. Establish a principal point of contact [see section V.(N)] for the Proponent on all matters relating to the environmental analysis.
- B. Require a disclosure statement to be executed by the Primary Consultant, the Primary Consultant's professional personnel, and the Primary Consultant's subcontractors, stating that the Primary Consultant, the Primary Consultant's professional personnel and the Primary Consultant's subcontractors have no financial interest or other interest in the outcome of the analysis to be completed for the Forest Service pursuant to this MOU.
- C. Complete cadastral surveys (federal standard) of all roads proposed for easements, either independently or through a third-party contractor, to the specifications required by the Forest Service. Cadastral surveys are a requirement for transfer of jurisdiction of federal land.



- D. Prepare and execute a contract with the Primary Consultant. County shall prepare a contract that ensures the Primary Consultant will complete the necessary surveys, environmental analysis, and prepare a NEPA document that is consistent with this MOU, meets the requirements of NEPA, and meets the needs of the Forest Supervisor. All costs incurred pursuant to said contract shall be the sole responsibility of the County. The terms of the contract will allow the Primary Consultant to employ and/or substitute subcontractors and/or experts only after it receives written approval from the Forest Service.
- E. Have primary responsibility for ensuring the Primary Consultant does the following:
1. For the environmental analysis of easements:
 - a. Completes surveys and analysis necessary to determine environmental effects of easements, as directed by the Forest Service.
 - b. Provide information on survey results and reports on effects to the Forest Service, in a format that allows the Forest Service to write a decision document.
 2. For the environmental analysis of motorized mixed-use:
 - a. Writes and rewrites all sections, parts, and chapters of the environmental analysis, subject to Forest Service oversight and review during the environmental analysis and responses to the administrative Draft and Final analyses.
 - b. Produces an internal administrative draft environmental analysis for the Forest Service prior to publication of the Draft environmental analysis. The administrative draft shall include all text, maps, appendices, tables, charts, and other materials that will be incorporated in the draft environmental analysis for publication. As determined by the Forest Service the Primary Consultant shall provide a reasonable number of copies to each party to meet internal review needs.
- F. The contract with the primary consultant needs to ensure that the Primary Consultant provides all graphic handouts and presentation for public meetings and/or hearings. The Primary Consultant shall submit any such graphic presentations and/or handouts to the Forest Service for approval prior to distributing them at public meetings and/or hearings.
- G. Provide to the Forest Service any justifiable, necessary, or relevant technical or environmental information it may have, which is needed (at the Forest Service's discretion) for analysis preparation.



- H. Respond to data requests and provide review comments on description of the project and changes thereto within a reasonable time set by the Forest Service. If the Proponent fails to provide requested materials on schedule, the analysis schedule will be adjusted by the Forest Service to the extent necessary for timely completion of the proposal.
- I. Provide information about the feasibility of design criteria, mitigation measures and related agreements as requested by the Forest Service.
- J. Be solely responsible for all Primary Consultant and subcontractor fees, costs, and expenses and make no claim against the Forest Service for such fees, costs, and expenses. It is the responsibility of the Proponent to make all contractual arrangements necessary to insure that the Primary Consultant or Contractor do not incur or assess costs that are not approved in advance by the Proponent.
- K. Fund all reproduction, printing, and distribution of preliminary, Draft, and Final documents, unless otherwise agreed to by the Forest Service.
- L. The Primary Consultant, along with any subcontractors, are not to conduct public surveys or questionnaires without prior approval of the Forest Service.
- M. The Primary Consultant and any subcontractors are not to conduct archaeological surveys on Forest Service land without permit from the Forest Service. The terms of this permit will include provisions regarding the use and dissemination of legally protected site location information.
- N. The Primary Consultant and any subcontractors will not being any resource surveys until the consultant and any subcontractors have specific direction from the Forest Service, to ensure the surveys meet the Forest's needs.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Establish a principal point of contact for the Forest Service.
- B. Review the Proponent-prepared contract with the Primary Consultant as described in section III(c).
- C. Furnish copies of the following information to the Primary Consultant:
 - 1. The agreed-upon schedule of work.



2. An outline of the format to be used and the contents of the required analysis and documentation.
 3. A copy of the Forest Plan, and Forest Plan environmental analysis.
 4. Copies of the statutes, regulations, Executive Orders, Forest Service Manuals and Handbooks which control or guide the preparation of the analysis.
 5. Provide updated mailing lists of stakeholders in affected National Forest to the Primary Consultant for soliciting input and distributing the scoping letter, Draft and Final environmental analysis, and decision document as required by law.
- D. Prepare a decision document for easements, using survey information and data provided by the Primary Consultant.
- E. Review, and if acceptable, approve:
1. The draft legal public notices, before publication in appropriate periodicals.
 2. Written comments or reports prepared by the Primary Consultant Interdisciplinary Team (ID Team).
 3. Letters, comments or other materials received by the Forest Service from interested parties or agencies in the scoping session, comments on the document, or at other stages in the analysis process.
- F. Meet with the Primary Consultant throughout the preparation of the analysis to discuss the following topics specifically:
1. The key issues that will be addressed in the analysis.
 2. Survey requirements, including cultural surveys, botany surveys, or other necessary data collection.
 3. The design criteria for the proposed action and the alternatives to the proposed action.
 4. The changes to the environmental analysis required by the comments received from the public.
 5. Proposed mitigation measures and analysis and disclosures required by those measures.
- G. Make its own independent evaluation of the information submitted by the Primary Consultant, subcontractors, the proponent, or others, and have responsibility for its accuracy (40 CFR 1506.5(b)). Make the final determination of the inclusion or deletion of material from the analysis.



H. Convene an ID Team to oversee the analysis. It is anticipated that the ID Team will function principally as a review team, providing technical guidance to the Project Manager, Primary Consultant, and subcontractors regarding the issues and alternatives to be addressed in the analysis. The ID Team will provide input and guidance on the adequacy of existing data and studies, and such additional matters as are useful to the prompt and efficient completion of the analysis in compliance with the applicable legal requirements.

Every effort will be made to avoid duplication of tasks between the Project Manager, Primary Consultant, subcontractors, and ID Team members and to focus the analysis on significant issues.

- I. Provide the necessary personnel and other resources to complete its responsibilities in a timely manner.
- J. Upon request, respond and make available all records in accordance with the provisions of the Freedom of Information Act (FOIA), 5 U.S.C.552. The Primary Consultant will be expected to maintain all records and documents pertinent to the analysis in an organized project file, and assist the Forest Service in identifying documents that may be responsive to requests under the FOIA.
- K. Supervise the preparation of the analysis in compliance with applicable legal requirements including, but not limited to, public review of the analysis, analysis of public comments, and decision documentation. In exercising this responsibility, the Forest Service will endeavor to foster cooperation among other relevant agencies and to integrate NEPA requirements with other review and consultation requirements in order to avoid, to the fullest extent possible, duplication of efforts by such agencies. (40 CFR 1500.5(g)-(h), 1501.2(d)(2), 1506.2) However, the Forest Service will not delegate to any other agency its authority over the scope and content of the analysis or its approval of the Project.
- L. Be responsible for consulting with the United States Fish and Wildlife Service for a Section 7 Consultation and ensuring compliance with Section 106 of the National Historic Preservation Act regarding the proposed federal action, including all consultation with the California State Historic Preservation Officer; at the discretion of the Forest Service, the County shall furnish such data or information required to accomplish such consultation.
- M. Be responsible for consulting with American Indian Tribes regarding the proposed federal action.



- N. Provide oversight to the Primary Consultant who will maintain the official administrative record for the project.
1. The Forest Service will provide direction to the Primary Consultant for design, organization, indexing, preparation and maintenance of the administrative record for the project.
 2. Direct the Primary Consultant and subcontractors to document the sampling, testing, field observations, literature searches, analysis, recommendation, and other work which provides source material for the Forest Service administrative record.
 3. Work with the Primary Consultant to insure that the documentation is assembled in some organizational system which will make it possible for the responsible official to refer conveniently to specific documents or pages within documents.
 4. Work with the Primary Consultant to insure that a list is maintained on a current basis until a Forest Service decision on the instruments is made, and include the following information for each document: date, document number, page number, author, addressee, issue, sub-issue, and by page number. Provision should be made for electronically sharing the index and sorted information.
 5. Primary Consultant will make available electronic copies of the indexed and sorted project record.
- O. Through the Project Manager, develop a protocol, appended as Attachment A (the "Protocol"), to facilitate communication and coordinate the exchange of information between the Proponent, the Forest Service, and the Primary Consultant.
- P. The Project Manager will keep the Proponent informed of the status of the analysis.
- Q. Manage and direct the Primary Consultant in following aspects of the public comment process:
1. Develop a public involvement plan for the public scoping.
 2. Arrange for and participate in the agency and public scoping.
 3. Design visual aids for meetings and open houses including maps, handouts, poster boards, mailers, etc.
 4. Develop an information mailer/newsletter and news releases for the scoping period and comment period, as well as for the release of the final analysis and decision documents.
 6. Develop a mailing list.
 7. Be responsible for identifying all necessary studies, inventories, and suitable reports for all resource values in the scoping process. These resource values may include but



not be limited to: cultural resources; sensitive, threatened and endangered plant and animal species; and wetlands.

- R. Invite the Proponent to attend meetings with federal, state, regional, and local agencies and the public whenever possible and as appropriate (e.g., discussions on procedural matters; physical, biological, and social issues; the proposal and alternative actions; impacts and their mitigation; and other compliance requirements).
- S. Meet with the Proponent as early as possible to discuss the project description, and various components of the analysis as needed to determine mitigation measures necessary to meet the requirements of the regulations.
- T. Address Proponent-proposed alternatives and respond to comments submitted by the Proponent during the analysis process, whether of a procedural or substantive nature.
- U. Be recipient of all comments on the Draft analysis resulting from the public comments. Determine any necessary modification of the text as a result of public comments with input from the Proponent.
- V. To the fullest extent possible, utilize existing information, inventories, studies, and reports to support the analysis. Accept and utilize information submitted within the established time schedule by the Proponent, consultants working for the Proponents, and other parties provided that such information can be verified by the Forest Service and is accurate as required by 40 CFR 1506.5(a) and (c).

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. The analysis will be prepared by the Primary Consultant and paid for by the Proponent. The Primary Consultant will serve under the direct supervision and control of the Forest Service. The Primary Consultant's work product will be considered a Forest Service work product, owned by the Forest Service, because it will be prepared under Forest Service supervision and is intended to meet legal requirements that apply to the Forest Service. The Primary Consultant may obtain technical assistance or information from one or more independent, subcontractors, or the Proponent, subject to Forest Service approval.
- B. The Forest Service and the Primary Consultant will make every effort to meet a time schedule mutually agreed upon in writing by the Proponent and the Forest Service. The schedule may be subsequently modified due to events or conditions beyond the control of



the parties. In this event, the Forest Service will work with the Proponent on a new schedule.

- C. Meetings between the Proponent and the Forest Service, for the purpose of exchanging facts and/or information, and updating the status of the analysis, at a minimum will occur during the project planning stages at the following key points in the planning part of the process:
1. Prior to establishing a written time schedule for the preparation of the analysis.
 2. The pre-work meeting with the Primary Consultant to review this MOU.
 3. Prior to any significant change in the scope of this analysis.
- D. These meetings in no way limit the communications between the Proponent and the Forest Service regarding questions of procedural matters, scope of analysis, technical feasibility, mitigation, or other matters. All such communications will generally include the Forest Service Project Manager and the principal contact for the Proponent.
- E. The Primary Consultant will be under the supervision of the Forest Service, and the Forest Service will make the final determination concerning the scope and contents of the Primary Consultant's work.
- It is the responsibility of the Proponent and Primary Consultant to insure the costs of the analysis are covered under their contract. The Proponent shall ensure that the Primary Consultant will complete the environmental analysis and prepare the environmental analysis in a form and in substance that is consistent with this MOU.
- F. All information and data collected by the Primary Consultant and any subcontractors will be included in the administrative record maintained by the Primary Consultant under direction from the Forest Service.
- G. The complexity and the independent nature of the analysis process requires a common understanding of the roles of the Forest Service personnel, the Proponent, the Primary Consultant, and other interested persons, agencies, and organizations. The role of the Proponent is the same as it would be if the process were being entirely performed by Forest Service personnel, with no Proponent financing.
- H. Oral and written communications within the Forest Service and between the Forest Service and the Primary Consultant or subcontractors may be subject to privilege against public disclosure as part of the deliberative process of the USFS. Disclosure of such information to the Proponent or any other parties may result in the loss of privilege.



- I. The Primary Consultant will aid and support the Forest Service ID Team.
- J. All planning data, maps, files, reports, computer, audio or video tapes, and disks and other records will be made a part of the permanent administrative record.
- K. In the event of objections to the Draft Decision or lawsuit challenging the Decision of the USFS, the Primary Consultant will be expected to assemble the administrative record and identifying records and information pertinent to the objection or lawsuit. The contract entered between the Proponent and Primary Consultant should provide for funding of this work.
- L. As required by NEPA, the Forest Service will give full consideration to a "No Action Alternative" and other alternatives identified by the ID Team that are technically and economically feasible and address the purpose and need and significant issues. The Proponent's financing of this analysis will have no bearing on the consideration given to the "No Action" or other alternatives.
- M. Either party, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration. In the event of termination, it is agreed to as follows:
 - 1. The analysis preparation process will terminate.
 - 2. All documentation, reports, analysis, and data used in the analysis developed by the Primary Consultant, or the Primary Consultant's subcontractors up to the date of termination will be delivered to the Forest Service and may be made part of the administrative record.
- N. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Proponent Contacts:

Proponent Program Contact	Proponent Administrative Contact
Name: Steve Karamitros Title: Planner Address: PO Drawer L City, State, Zip: Independence, CA 93526 Telephone: (760) 878-0268 Fax: (760) 878-2001 Email: skaramitros@inyocounty.us	Name: John Pinckney Title: Transportation Planner Address: PO Drawer Q City, State, Zip: Independence, CA 93526 Telephone: (760) 878-0207 Fax: (760) 878-2001 Email: jpinckney@inyocounty.us



Principal US Forest Service Contacts:

US Forest Service Project Manager	US Forest Service Administrative Contact
Name: Erin Noesser Title: Assistant Forest Planner, INF Address: 351 Pacu Lane, Suite 200 City, State, Zip: Bishop, CA 93514 Telephone: 760- 873-2449 Fax: 760-873-2486 Email: enoesser@fs.fed.us	Name: Tamera Randall-Parker (or G&A) Title: Forest Supervisor, INF Address: 351 Pacu Lane City, State, Zip: Bishop, CA 93514 Telephone: 760-873-2550 Fax: 760-873-2486 Email: tkrandallparker@fs.fed.us

O. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this MOU.

P. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Proponent is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Project Manager, at the address specified in the MOU.

To Proponent, at the Proponent’s address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

Q. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or the Proponent from participating in similar activities with other public or private agencies, organizations, and individuals.

R. ENDORSEMENT. Any Proponent contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the Proponent's products or activities.

S. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purposes(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve



the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law. Each party operates under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- T. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Proponent to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications prior to use of the insignia.
- U. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.
- V. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- W. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Proponent shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- X. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- Y. DEBARMENT AND SUSPENSION. The Proponent shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Proponent or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.



Z. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

AA. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 31, 2019 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

BB. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

CLINT QUILTER Chief Administrative Officer Inyo County	Date
TAMERA RANDALL-PARKER Forest Supervisor U.S. Forest Service Inyo National Forest	Date

**Attachment A**

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



Communications Protocol

Pursuant to section IV, subsection L of the Memorandum of Understanding _____ between the Inyo National Forest and Inyo County, dated _____, the following outlines a protocol to facilitate communication and coordination for the exchange of information between the Proponent, the Forest Service and the Primary Consultant. All communication between the Forest Service and the Primary Consultant will be part of the Forest Service's deliberative process regarding the Project.

Contact Information

Forest Service Project Manager:

Name: Erin Noesser
Title: Assistant Forest Planner, INF
Address: 351 Pacu Lane, Suite 200
City, State, Zip: Bishop, CA 93514
Telephone: 760- 873-2449
Fax: 760-873-2486
Email: enoesser@fs.fed.us

Proponent's Representative:

Name: Steve Karamitros
Title: Planner
Address: PO Drawer L
City, State, Zip: Independence, CA 93526
Telephone: (760) 878-0268
Fax: (760) 878-2001
Email: skaramitros@inyocounty.us

Primary Consultant Case Manager:

Name: Naomi Garcia
Title: President
Address: PO Box 1265
City, State, Zip: Bishop, CA 93515
Telephone: (760) 872-1033
Email: naomi@teambishop.com

While the Proponent is entitled to a consultative relationship with the Forest Service regarding joint development of any plans and resolution of issues associated with the administration of any special use permits, this same consultative relationship does not extend to implementation of Forest Service NEPA procedures. While opportunities for communication between the Proponent and the Forest Service are still extensive, they generally do not go beyond those available to the general public.



Law, regulation, policy, and agency guidance require that NEPA procedures be implemented in an open, fair, and balanced manner, providing the public and the Proponent with equal access to the Forest Service and its decision-making process.

Since the Primary Consultant works for the Forest Service, it is prudent for the Primary Consultant to communicate regularly with the Project Manager. The following communication practices will be observed during the NEPA process for the Project:

1. The Proponent shall not seek to influence the Primary Consultant on substantive matters related to the Project and the Analysis, including, but not limited to, issue identification, impact analysis, alternative identification and mitigation development, other than through discussions with the Project Manager as permitted by terms of this Agreement.
2. The Forest Service is the sole provider of direction and supervision to the Primary Consultant. As such, internal information available to the Primary Consultant is not available to the Proponent unless prior approval is obtained from the Forest Service. The Parties expect that the Forest Service and its ID Team and the Primary Consultant will be engaged in deliberative communications in the development of the EA. The Parties understand and agree that these deliberative communications will not be released to the Applicant and are exempt from release under FOIA.
3. The Project Manager will provide the Proponent with periodic updates regarding milestones achieved in the Analysis.
4. The Proponent's communications with the Primary Consultant will be limited to issues related to billing, and other non-Analysis related issues pertaining to their contract. These communications shall be documented by the Primary Consultant. If the Proponent or the Primary Consultant have other issues they would like to discuss with one another, all such communication shall occur with the participation of the Forest Service.
5. Any information submitted to the Case Manager and/or the Project Manager by the Proponent for the purposes of the Analysis which the Proponent considers to be confidential information and exempt from disclosure under the Freedom of Information Act (FOIA) shall be labeled as such by the Proponent. In the event that a member of the public submits a FOIA request which describes Proponent's confidential information, the Forest Service will notify the Proponent of such a request provided under the terms of agency regulations (7 CFR § 1.2 and 43 CFR § 2.15).
6. All communications from the Proponent to the Forest Service regarding the Analysis shall be made between the Proponent's representative and the Project Manager, unless



the Project Manager instructs the Proponent’s representative to communicate directly with another Forest Service employee or with the Case Manager.

The parties recognize that the Proponent may need to contact representatives of the Forest Service from time to time on matters which do not relate to the Analysis, and nothing in this Agreement shall limit communication on such other matters.

- 7. Nothing in this Agreement shall prevent the Proponent from participating in public review of the Analysis to the same extent as is permitted to any other member of the public. The Proponent may review drafts of the Analysis or other documents upon request by the Forest Service.
- 8. All requests for information from the public or media shall be directed to the Forest Service. Neither the Proponent nor the Primary Consultant shall speak for the Forest Service.

Date

Forest Service Project Manager

Date

Proponent’s Representative

Date

Primary Consultant Case Manager

CATEGORY 6 MAJOR COST RECOVERY AGREEMENT

Between

USDA, FOREST SERVICE, Inyo National Forest,

and Inyo County

19MJ-11-5-4530601

This agreement is entered into between the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, Inyo National Forest (the Forest Service), and the County of Inyo (the applicant) under 36 CFR 251.58.

A. RECITALS

1. On October 11, 2018, the Forest Service accepted the applicant's application for use and occupancy of National Forest System lands (hereinafter "the application"), which is enumerated in Appendix A. The Forest Service shall assess the applicant a cost recovery fee for the agency's costs to process the application.
2. The Forest Service has determined that the fee for processing the application falls within category 6 under the applicable Forest Service processing fee schedule and/or that the fee for monitoring the applicant's special use authorization falls within category 6 under the applicable Forest Service monitoring fee schedule.
4. The geographic area to be covered by this agreement is on eight roads in Inyo County. See Appendix B.
5. The application has been submitted or the applicant's special use authorization is being issued under an authority other than the Mineral Leasing Act, and the applicant has not waived payment of reasonable costs. Therefore, the Forest Service is entitled to recover its full reasonable costs incurred in processing the application or monitoring the authorization.
6. Payment of a processing fee by the applicant does not obligate the Forest Service to authorize the applicant's proposed use and occupancy. If the application is denied or withdrawn in writing, the applicant is responsible for costs incurred by the Forest Service in processing the application up to and including the date the agency denies the application or receives written notice of the applicant's withdrawal. If the applicant withdraws the application, the applicant also is responsible for any costs subsequently incurred by the Forest Service in terminating consideration of the application.
7. The Forest Service shall determine the appropriate level of environmental analysis for the application and inform the applicant prior to initiating the environmental analysis.
8. Information associated with this agreement may be released to the public in accordance with the provisions of the Freedom of Information Act and Privacy Act.

PART I - PROCESSING FEES

B. BASIS FOR PROCESSING FEES

Processing fees for the application are based upon the direct and indirect costs that the Forest Service incurs in reviewing the application, conducting environmental analyses of the effects of the proposed use, reviewing any applicant-generated environmental documents and studies, conducting site visits, evaluating the applicant's technical and financial qualifications, making a decision on whether to issue the authorization, and preparing documentation of analyses, decisions, and authorizations for the application. The processing fee for the application shall be based only on costs that

are necessary for processing the application. "Necessary for" means that but for the application, the costs would not have been incurred. The processing fee shall not include costs for studies for programmatic planning or analysis or other agency management objectives, unless they are necessary for processing the application. Proportional costs for analyses, such as capacity studies, that are necessary for the application may be included in the processing fee.

C. AGREEMENT

In consideration of the foregoing, the parties agree as follows:

1. **Scope of Work**. The Forest Service shall develop a scope of work for processing the application and an estimate of the agency's costs to process the application, which will be incorporated into this agreement as Appendix C. This scope of work shall report direct costs in categories that correspond to those in the agency's accounting system, e.g., job code, personnel compensation based upon the cost to the government (salary and benefits), travel, and other direct services, materials, and supplies. In addition, the estimate of the agency's processing costs shall include the agency's indirect costs based upon the approved annual indirect cost rate. Classification of costs as direct or indirect shall be in accordance with the published Forest Service budget for the applicable fiscal year.

2. **Environmental Analysis**. The Forest Service shall supervise the preparation of the environmental analysis associated with the application in compliance with applicable legal requirements, including public review of the analysis, analysis of public comments, and decision documentation. In exercising this responsibility, the Forest Service shall endeavor to foster cooperation among other agencies involved in the process, and to integrate National Environmental Policy Act requirements and other environmental review and consultation requirements to avoid, to the fullest extent possible, duplication of efforts by those agencies. However, the Forest Service shall not delegate to any other agency its authority over the scope and content of the environmental analysis, or approval or denial of the application.

3. **Billing**. The Forest Service shall bill the applicant prior to commencement of work. The applicant agrees to pay the estimated processing fee of \$67,344.82. The bill for the estimated processing fee will be sent by The Forest Service, Albuquerque Service Center (ASC).

4. **Payment**. The applicant shall pay the estimated processing fee within 30 days of the date the bill for the fee is issued. The Forest Service shall not initiate processing the application until the estimated processing fee is paid. If the applicant fails to pay the estimated processing fee or the fee is late, the Forest Service shall cease processing the application until the fee is paid.

5. **Statement of Costs**. The Forest Service shall annually report costs incurred for processing the application by providing a financial statement from the agency's accounting system to the applicant.

6. **Underpayment**. When the estimated processing fee is lower than the full actual costs of processing an application submitted under the Mineral Leasing Act, or lower than the full reasonable costs (when the applicant has not waived payment of reasonable costs) of processing an application submitted under other authorities, the applicant shall pay the difference between the estimated and full actual or reasonable processing costs within 30 days of billing.

7. **Overpayment**. If payment of the processing fee exceeds the full actual costs of processing an application submitted under the Mineral Leasing Act, or the full reasonable costs (when the applicant has not waived payment of reasonable costs) of processing an application submitted under other authorities, the Forest Service shall either (a) refund the excess payment to the applicant or (b) at the applicant's request, credit it towards monitoring fees due.

8. Disputes

a. If the applicant disagrees with the estimated dollar amount of the processing costs, the applicant may submit a written request before the disputed fee is due for substitution of alternative estimated costs to the immediate supervisor of the authorized officer who determined the estimated costs. The written request must include supporting documentation.

b. If the applicant pays the full disputed processing fee, the Forest Service shall continue to process the application during the supervisory officer's review of the disputed fee, unless the applicant requests that the application processing cease.

c. If the applicant fails to pay the full disputed processing fee, the Forest Service shall suspend further processing of the application pending the supervisory officer's determination of an appropriate processing fee and the applicant's payment of that fee.

d. The authorized officer's immediate supervisor shall render a decision on a disputed processing fee within 30 calendar

days of receipt of the written request from the applicant. The supervisory officer's decision is the final level of administrative review. The dispute shall be decided in favor of the applicant if the supervisory officer does not respond to the written request within 30 days of receipt.

9. Lack of Administrative Appeal. A decision by an authorized officer to assess a processing fee or to determine the estimated costs is not subject to administrative appeal. A decision by an authorized officer's immediate supervisor in response to a request for substitution of alternative estimated costs likewise is not subject to administrative appeal.

10. Amendment. Modifications to this agreement shall be made in writing and shall be signed and dated by both parties.

11. Expiration and Termination. This agreement expires on May 1, 2024. Either party, in writing, may terminate this agreement in whole or in part at any time before it expires. The applicant is responsible for all Forest Service costs covered by this agreement that are incurred up to the date of expiration or termination.

12. Principal Point of Contact. The Forest Service and the applicant shall each establish a principal point of contact for purposes of this agreement.

The Forest Service's contact is Erin Noesser, Assistant Forest Planner, 760-873-2449.

The applicant's contact is John Pinckney, Inyo County Transportation Planner, (760)878-0207.

<u>name of applicant</u>	<u>Date</u>
<u>title of applicant</u>	
TAMMY RANDALL-PARKER	<u>Date</u>
Forest Supervisor	
USDA, Forest Service	

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

APPENDIX A

Applications and Authorizations Subject to this Agreement

Applications

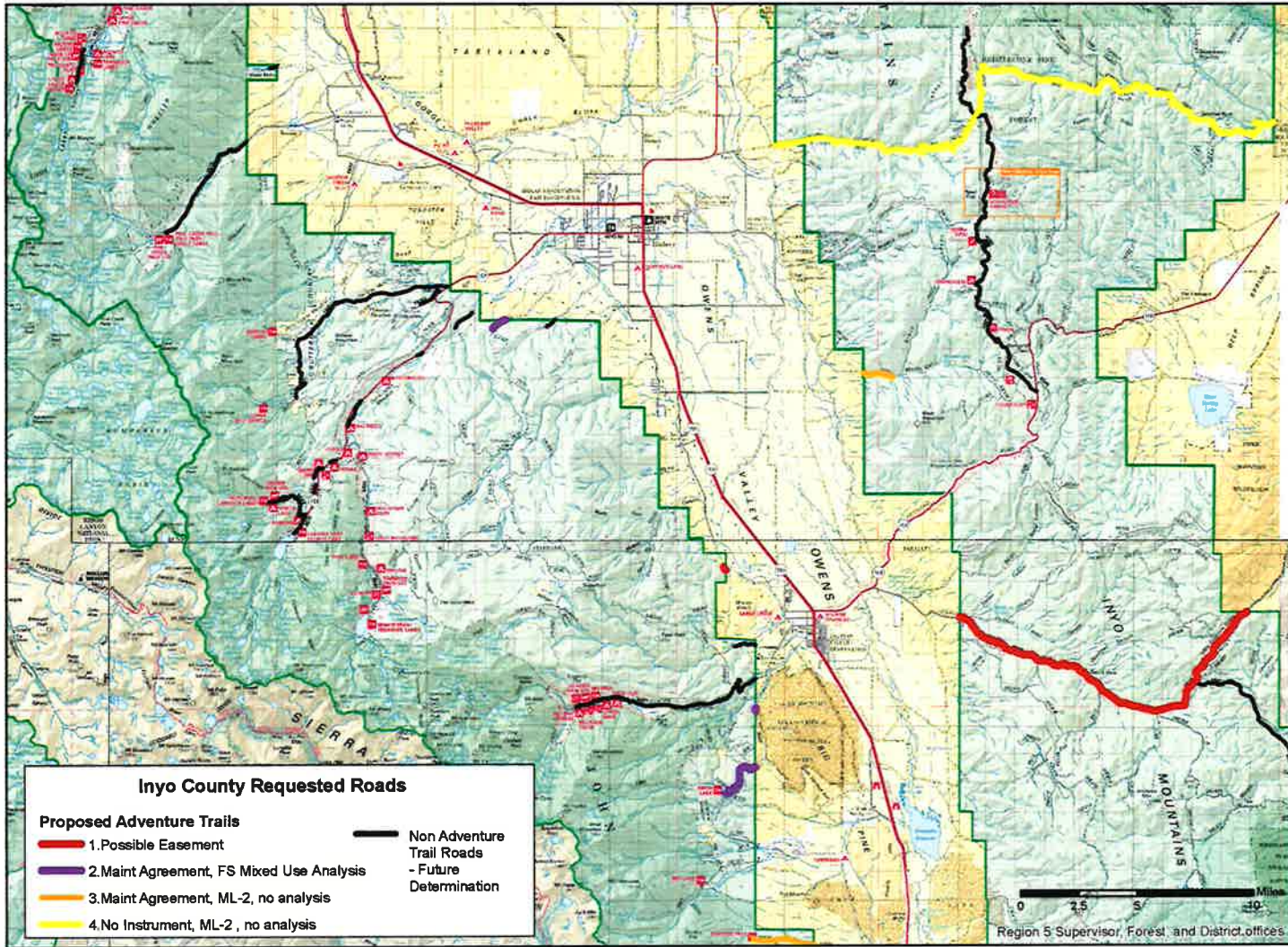
Inyo County is requesting a legal instrument to allow it to maintain and allow combined use (street legal and non-street legal vehicles on the same road) on roads within the Inyo National Forest. There is currently no legal instrument in place on these roads, and the Inyo National Forest needs to put a legal instrument in place. Four of the requested roads are suitable for a FRTA easement, and four are suitable for a Special Use Permit. In order for the Forest to consider these authorizations, it must complete a NEPA analysis of the effects.

These funds will be used by the Inyo National Forest to help complete the NEPA analysis and, if applicable, issue the authorizations.

Authorizations

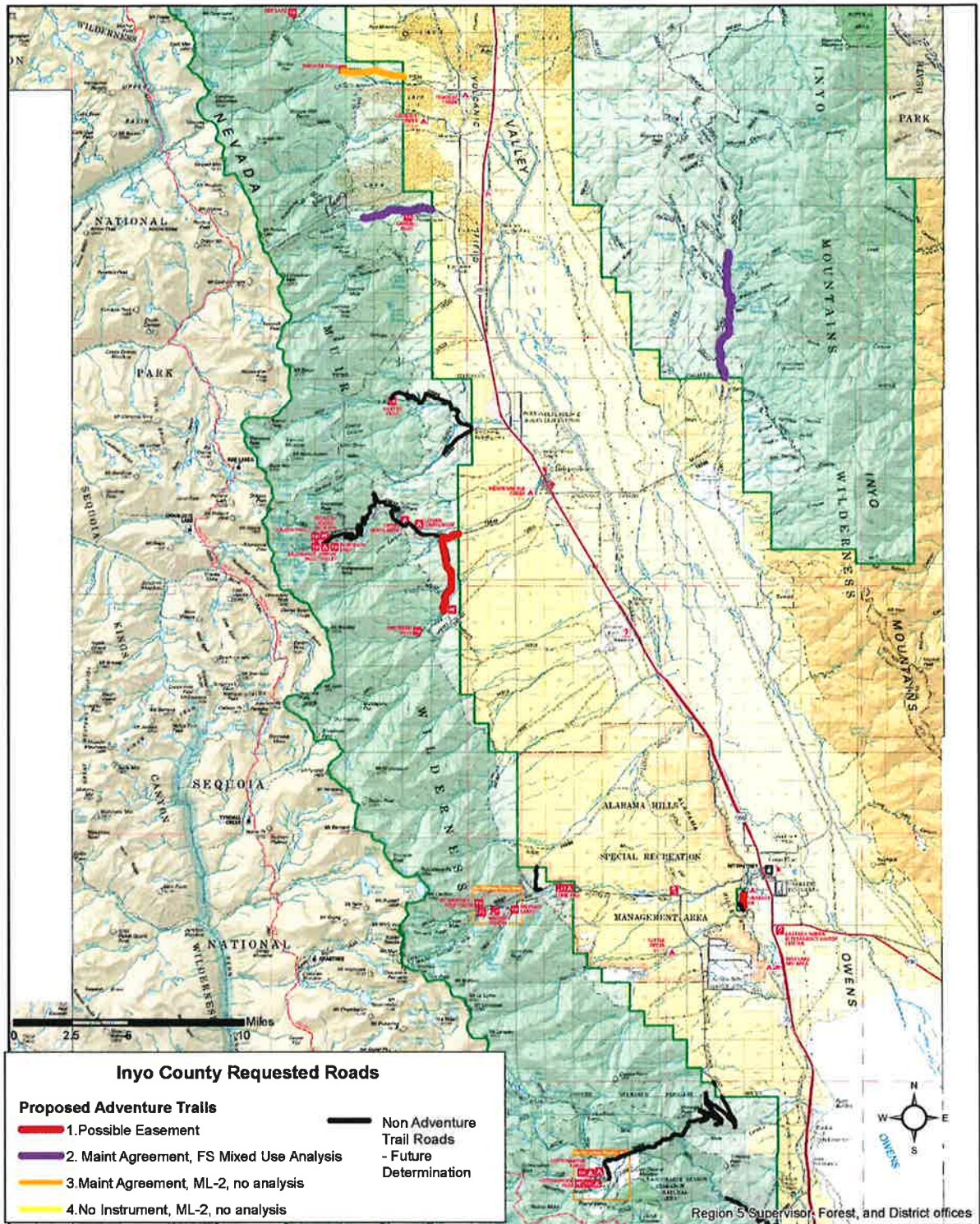
N/A

Inyo County Road Requests - North End



Description and Map of the Geographic Area

Inyo County Road Requests - South End



APPENDIX C

Scope of Work

The Scope of work is more clearly spelled out in an MOU between the parties, and will be refined throughout the analysis process.

Through this agreement, the FOREST SERVICE agrees to apply the Cost Recovery fees to cover the personnel costs associated with providing assistance and review of the environmental analysis, pursuant to the National Environmental Policy Act (NEPA) related to the Inyo County Adventure Trails proposal. The Inyo National Forest will provide resource specialists (as defined on the attached Estimation Sheet) to review the review the NEPA document and develop mitigation measures. Cost Recovery fees will also fund Forest Staff to draft and issue easements, special use permits, or other instruments as appropriate. The FOREST SERVICE will define requirements of the projects which provide conformance with local management objectives and the Inyo National Forest Land and Resource Management Plan

INYO COUNTY will conduct the NEPA analysis and Provide to the Forest Service any justifiable, necessary, or relevant technical or environmental information it may have, which is needed (at the Forest Service's discretion) for analysis preparation. The county will solely responsible for all Primary Consultant and subcontractor fees, costs, and expenses and make no claim against the Forest Service for such fees, costs, and expenses. It is the responsibility of the Proponent to make all contractual arrangements necessary to insure that the Primary Consultant or Contractor do not incur or assess costs that are not approved in advance by the Proponent.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 17

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

FROM: HEALTH & HUMAN SERVICES/ESAAA

FOR THE BOARD MEETING OF: May 14, 2019

SUBJECT: Request the Board approve Oliver Products as a Sole Source Vendor; ratify payments already made this fiscal year and approve a blanket purchase order in the amount of \$7,000.00 to cover to remainder of the fiscal year.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve Oliver Products as a Sole Source Vendor; ratify and approve purchases during FY 18/19 in the amount of \$14,723; this includes approval of a blanket purchase order in the amount of \$7,000 for the remainder of the fiscal year.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Food Services Staff at the Bishop Senior Center purchase special materials for each of ESAAA/IC GOLD's two food production kitchens (Lone Pine and Bishop) from Oliver Products Company in order to package and seal meals for freezing. The materials, including trays and plastic film covering, are designed for use on specialized equipment that was purchased from Oliver Products Company over ten years ago.

If ESAAA/IC GOLD were to seek alternate bids for home-delivered meal packaging supplies, we would incur significant costs to replace the equipment currently used. Based on the limited funding in the ESAAA/IC GOLD budget, it is recommended that we be allowed to continue using existing equipment and supplies through Oliver Products Company, thereby declaring them as a sole source provider.

County Purchasing Policy indicates that any department wide purchases from one vendor for over \$10,000 must be approved by the Board. HHS has 23 individual budgets that it oversees. We will be purchasing over \$10,000 in meal packing supplies. We are respectfully requesting those prior purchases in the amount of \$7,723 be ratified and authorize a blanket purchase order in the amount of \$7,000, which will bring the total costs to \$14,723, in order to recognize an additional \$7,000 for purchases through Oliver Products Company.

ALTERNATIVES:

The Board could decide not to approve this request which would result in ESAAA/IC GOLD not being able to purchase the food trays and seals, and be unable to properly continue the home delivered meals to our participants.

OTHER AGENCY INVOLVEMENT:

None

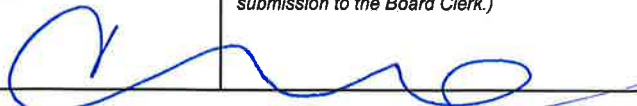
FINANCING:

State and Federal Nutrition dollars and County General Fund. This expense will be budgeted in the ESAAA budget (683000) at 100% in the Food & Household Supplies object code (5131). No County General Funds.

APPROVALS

AUDITOR/CONTROLLER:

ACCOUNTING/FINANCE AND RELATED ITEMS *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)*



Approved: 

Date: 

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

18

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

FROM: Sheriff Jeff Hollowell

FOR THE BOARD MEETING OF: May 14, 2019

SUBJECT: Request for Wye Road Feed purchase order

DEPARTMENTAL RECOMMENDATION:

Request the Board:

- A. Request Board ratify 18-19 Fiscal Year payments to Wye Road Feed in the amount of \$13,773 and,
- B. Approve a blanket purchase order to Wye Road Feed in the amount of \$17,275 for the feed and care of animals housed at the Inyo County Animal Shelter, through the remaining 18-19 Fiscal Year.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

To date Animal Services has expended \$13,772.76, which exceeds the \$10,000 threshold requiring Board approval, with Wye Road Feed for animal food and supplies. We feel that the requested \$3,502 will be sufficient to see us through until the end of the fiscal year.

ALTERNATIVES:

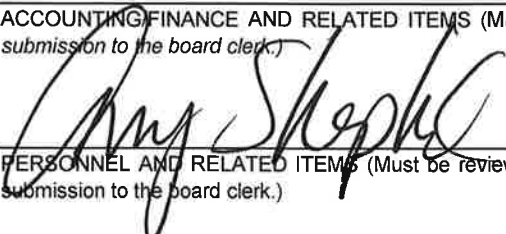
Deny this request.

OTHER AGENCY INVOLVEMENT:

Purchasing
Auditor's office

FINANCING:

Funds are available in the FY 2018-2019 Board approved Animal Services budget (023900), General Operating (5311).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>5/2/19</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  _____ Date: 5/6/19
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
4800 STOCKDALE HWY
STE 213
BAKERSFIELD, CA 93309
(661) 395-2731

File Number: 605951
Receipt Number: 2571432
Geographical Code: 1400
Copies Mailed Date: May 7, 2019
Issued Date:

DISTRICT SERVING LOCATION: BAKERSFIELD

First Owner: TWO BROTHERS OCEAN PINE, LLC.
Name of Business: TWO BROTHERS FROM ITALY PIZZA BIG PINE
Location of Business: 100 N MAIN ST
BIG PINE, CA 93513

County: INYO
Is Premise inside city limits? No Census Tract

Mailing Address: 1364 LONGFELLOW RD
(If different from premises address) VISTA, CA 92083

Type of license(s): 41

Transferor's license/name: Dropping Partner: Yes No X

Table with columns: License Type, Transaction Type, Fee Type, Master, Dup, Date, Fee. Rows include annual fees and original fees for license type 41.

Have you ever been convicted of a felony? No
Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? No

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of INYO

Date: May 7, 2019

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

TWO BROTHERS OCEAN PINE, LLC.

See 211 Signature Page

RECEIVED
2019 MAY -9 PM 12:31
INYO COUNTY
ADMINISTRATOR
MARK OF THE PALM