



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes.

Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us.

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

REGULAR MEETING June 6, 2023

(Unless otherwise specified by time, items scheduled for either the morning or afternoon sessions will be heard according to available time and presence of interested persons.)

Start Time

9 A.M.

- 1) **Public Comment on Closed Session Item(s)**
Comments may be time-limited

CLOSED SESSION

- 2) **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: Landfills in Bishop (Sunland Reservation Road, Bishop), Independence (Dump Road off of U.S. 395, Independence), and Lone Pine (Cemetery Road, Lone Pine); airports in Bishop (703 Airport Rd., Bishop), Independence (770 N. Edwards St., Independence), and Lone Pine (1452 S. Main St., Lone Pine); the Commanders House (northwest corner of West Main and Edwards streets, Independence); and the Edwards House (124 W. Market St., Independence). Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Greg James. Negotiating parties: Inyo County and Los Angeles Department of Water and Power. Under negotiation: price and terms of payment.

- 3) **Public Employee Performance Evaluation – Pursuant to Government Code §54957 – Title: County Administrator.**
- 4) **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 Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

OPEN SESSION (With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 10 A.M.**
- 5) **Pledge of Allegiance**
 - 6) **Report on Closed Session as Required by Law**
 - 7) **Introductions -** The following new employees will be introduced to the Board: Courtney Bos, Office Technician, Child Support Services; Rebecca Andreas, Administrative Analyst, Jennifer Bustin, Office Clerk, Brandon DeHaven, Peer Support Specialist, Sandra Salazar, Registered Dietician Nutritionist, Karen Simerlink, Behavioral Health Nurse, Courtney Taylor, Parent Partner, and Cierra Temple, Prevention Specialist, HHS; Grace Hall, GIS Analyst, Information Services; and Anthony Calsadillas, Equipment Operator, Carlos Castillo, Gate Attendant, Cecil Faircloth, Building Maintenance Worker, and Humberto Santana, Jr., Mechanic/Heavy Equipment Operator, Public Works.
 - 8) **Public Comment**
Comments may be time-limited
 - 9) **County Department Reports**

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

- 10) **Approval of Board of Supervisors Meeting Minutes**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Approve the minutes from the regular Board of Supervisors meeting of May 16, 2023.
- 11) **Clerk-Recorder Retention Policy Resolution**
Clerk-Recorder | Danielle Sexton

Recommended Action: Approve Resolution No. 2023-17 titled, "A resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting

a Record Retention Policy for the Inyo County Clerk Recorder's Office," and authorize the Chairperson to sign.

12) **California Indian Legal Services Contract Amendment No. 2**

Health & Human Services - ESAAA | Marilyn Mann

Recommended Action: Ratify and approve Contract Amendment No. 2 between the County of Inyo and California Indian Legal Services for the provision of Independent Contractor Services to older adults eligible for services through the Eastern Sierra Area Agency on Aging, revising the Scope of Work and Schedule of Fees to include additional Older Adults Recovery and Resilience (OARR) funding, and authorize the Chairperson to sign.

13) **Inyo County Office of Education FY 23-24 Contract**

Health & Human Services - Social Services | Darcia Blackdeer-Lent

Recommended Action: Approve the contract between the County of Inyo and the Inyo County Office of Education for the provision of Stage I Child Care Services, in an amount not to exceed \$170,000.00, for the period of July 1, 2023, through June 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize Chairperson to sign.

14) **UC Davis FY 23-24 Contract**

Health & Human Services - Social Services | Darcia Blackdeer-Lent

Recommended Action: Approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in an amount not to exceed \$118,575.00 for the period of July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024 budget; and authorize the Chairperson to sign.

15) **Community Service Solutions IHSS Registry Sole-Source Contract**

Health & Human Services - Social Services | Darcia Blackdeer-Lent

Recommended Action: A) declare Community Service Solutions a sole-source provider for IHSS Registry, Employer of Record, and Labor Union Negotiations Service; B) approve the contract between the County of Inyo and Community Service Solutions for the provision of an IHSS Registry and Employer of Record Services in an amount not to exceed \$297,540 for the period of July 1, 2023 through June 30, 2025, contingent upon the Board's adoption of future budgets; and C) authorize chairperson to sign.

16) **Appointments to Emergency Medical Care Committee (EMCC)**

Health & Human Services - EMCC | Marilyn Mann

Recommended Action: Appoint Kurt Dye to represent Coast2Coast Public Safety and Chelsea Benbrook to represent Olancho-Cartago Fire Department during unexpired terms ending December 31, 2023 on the Emergency Medical Care Committee.

17) **Amendment A01 to Contract between County of Inyo and the California Department of Public Health for Woman, Infants and Children (WIC)**

Health & Human Services - Health/Prevention | Marilyn Mann

Recommended Action: Approve Amendment No. A01 to the contract between the County of Inyo Department of Health and Human Services and the California Department of Public Health for the California Women, Infants, and Children Contract, revising contract exhibits B and G, for the period of October 1, 2022 through September 30, 2025, and authorize the HHS Director to sign Standard Agreement No. 22-10253 Amendment A01.

18) **Agreement with State of California Business, Consumer Services and Housing Agency for HHAP 4 Funding**

Health & Human Services | Marilyn Mann

Recommended Action: Approve the agreement between the County of Inyo and the Business, Consumer Services and Housing Agency (BCSH) of the State of California Department of General Services for the provision of Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP 4) in an amount not to exceed \$360,701.40 for the period commencing upon BCSH approval of agreement through December 31, 2027, and authorize the HHS Director to sign the standard agreement (STD 213), initial designated pages of Exhibits A-F, and sign and submit the HHAP 4 Remainder Disbursement Request for Funds Form.

19) **Change of Title and Job Description for One (1) Human Services Supervisor**

Health & Human Services - Fiscal | Marilyn Mann

Recommended Action: Authorize the change of title and associated job description for one (1) Human Services Supervisor at Range 70 (\$5,141-\$6,252) to one (1) Program Supervisor at Range 70 (\$5,141-\$6,252) using the established job description.

20) **Purchase of one (1) Ford Expedition XLT from Jim Charlon Ford of Ridgecrest, CA**

County Administrator - Motor Pool | Miquela Beall

Recommended Action: A) Authorize the purchase of one (1) Ford Expedition XLT for an amount not to exceed \$76,032.56 from Jim Charlon Ford of Ridgecrest, CA and authorize Motor Pool Administrative Analyst Miquela Beall to enter into agreement for the purchase of the vehicle; and B) Authorize the issuance of the check for payment on delivery.

21) **Inyo County Office of Education FY 2023-2024 Contract**

Probation | Jeffrey Thomson

Recommended Action: Approve the contract between the County of Inyo and Inyo County Office of Education for an Extended Day Program for the period of July 1, 2023 to June 30, 2024 in an amount not to exceed \$21,227.00, contingent upon receipts from the California State Controller's Office and the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the

Chairperson to sign, contingent upon all appropriate signatures being obtained.

22) **Healthy Communities of Southern Inyo County FY 23-24 Contract**
Probation | Jeffrey Thomson

Recommended Action: Approve the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2023 to June 30, 2024 in an amount not to exceed \$31,840.00, contingent upon receipts from the California State Controller's Office and the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

23) **Local Agency Formation Commission (LAFCo) Annual Contract**
Planning Department | Cathreen Richards

Recommended Action: Approve the contract between the County of Inyo and the Inyo Local Agency Formation Commission to provide staff services in the amount not to exceed \$20,594.80 for the period of July 1, 2023 through June 30, 2024, authorize the Chairperson to sign, and direct the Planning Department and County Counsel to provide services as outlined in the contract contingent upon the Board's adoption of a Fiscal Year 2023-2024 Budget.

24) **Roux Associates Inc. (Andy Zdon) Contract Amendment No. 2**
Planning Department - Yucca Mountain Oversight | Cathreen Richards

Recommended Action: Approve Amendment No. 2 to the contract between County of Inyo and the Roux Associates Inc. (Andy Zdon) to amend:

- Section 2 – Term, to July 1, 2021 to June 30, 2024.
- Term to July 1, 2021 - June 30, 2024 on Attachments A-E as applicable.
- Section 3 - CONSIDERATION at Subsection D - Limit upon payable under Agreement. Shall not exceed \$80,000.
- The not-to-exceed amount to be \$80,000 on Attachments A-E as applicable.

25) **Hydrodynamics Group, LLC Contract Amendment No. 7**
Planning Department - Yucca Mountain Oversight | Cathreen Richards

Recommended Action: Approve Amendment No. 7 to the contract between County of Inyo and the Hydrodynamics Group (Hydrodynamics) to amend Section 2 – Term of the agreement to be July 1, 2016 - June 30, 2024 and amend the term to be July 1 2016 through June 30 2024 on Attachments A-E as applicable, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

26) **Big Pine Diversion Channel Emergency Work Project - Resolution & Notice of Completion**

Public Works | Michael Errante

Recommended Action: Approve proposed Resolution No. 2023-18 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Big Pine Diversion Channel Emergency Work Project," and authorize the Chairperson to sign.

27) **Plans and Specifications for Highway Safety Improvement Program Onion Valley Road Guardrail Project (ZP-21-019)**

Public Works | Michael Errante

Recommended Action: Approve the plans and specifications for the HSIP Onion Valley Road Guardrail Project and authorize the Public Works Director to advertise and accept bids for the project.

28) **Authorization to Submit the USDOJ Patrick Leahy Bulletproof Vest Program Application for 2023**

Sheriff | Tim Bachman

Recommended Action: Authorize the submittal of the U.S. Department of Justice Patrick Leahy Bulletproof Vest Program application for 2023.

REGULAR AGENDA

29) **Resolution Adopting List of Projects for Fiscal Year 2023-24 Funded by Road Maintenance and Rehabilitation Account (SB-1)**

Public Works | Michael Errante

10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

- A) Approve proposed Resolution No. 2023-19, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Identifying Projects to be Funded by Road Maintenance and Rehabilitation Funds Pursuant to SB 1: The Road Repair and Accountability Act," and authorize the Chairperson to sign;
- B) Approve the recommended project lists attached to satisfy the documentation requirements to receive SB1, Road Repair and Accountability Act of 2017 funding from the Road Maintenance and Rehabilitation Account (RMRA); and
- C) Authorize the Public Works Department to apply for and submit all required documentation to receive the Inyo County allotment of SB 1, Road Repair and Accountability Act of 2017 funding and authorize the Public Works Director, or his designee, to sign for the RMRA funding and all associated supporting documents.

30) **Risk/Safety/ADA Overview**

County Administrator - Risk Management | Aaron Holmberg
40 minutes (25 min. Presentation / 15min. Discussion)

Recommended Action: Receive a presentation from Risk Manager regarding functions, core services, mission, and projects.

ADDITIONAL PUBLIC COMMENT & REPORTS

31) **Public Comment**

Comments may be time-limited

32) **Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects

CORRESPONDENCE - INFORMATIONAL

- 33) **California Fish & Game Commission** - Agenda for June 14-15, 2023 meeting being held in person in Sacramento and via webinar and teleconference.



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DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3827

Approval of Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of May 16, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Draft May 16, 2023 Minutes

APPROVALS:

Darcy Ellis

Created/Initiated - 5/31/2023

Darcy Ellis

Final Approval - 5/31/2023

MINUTES



County of Inyo Board of Supervisors

May 16, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:17 a.m., on May 16, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, and Scott Marcellin. Supervisor Matt Kingsley was in attendance remotely pursuant to Government Code 54953(j)(2)(D). Supervisors Griffiths and Orrill arrived later in the meeting. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, Assistant Clerk of the Board Darcy Ellis, and Office Technician Hayley Carter.

Pledge of Allegiance Chief Probation Officer Jeff Thomson led the Pledge of Allegiance.

Probation – Proclamation Recognizing Penni Brown Chief Probation Officer Jeff Thomson read aloud a proclamation to honor Probation Officer Penni Brown and thanked her for her valuable service to the Inyo County Probation Department.

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve a proclamation acknowledging Penni Brown's selection as the Central Region Employee of the Year by the Chief Probation Officers of California. Motion carried unanimously 4-0, with Supervisor Griffiths absent.

Board of Supervisors – Inyo National Forest Seasonal Fire Update The Board received a briefing on the seasonal fire outlook from Inyo National Forest Supervisor Lesley Yen and Interagency Fire Management Officer Larry Pingel.

HHS-EMCC – 2023 EMS Provider of the Year HHS Director Marilyn Mann provided a summary acknowledging long-time local resident and Symons Ambulance owner Judd Symons' more than 34 years of dedicated community service. Deputy HHS Director Anna Scott read aloud a plaque on behalf of the Emergency Medical Care Committee honoring him as the Inyo County 2023 Emergency Medical Service Provider of the Year.

Emergency Medical Care Committee Chair Mike Patterson expressed gratitude for the time spent working with Symons at the EMCC, calling him a paramedic's paramedic who is a master at assessing an emergency situation.

Board members shared heartfelt appreciation and admiration for Mr. Symons:

Supervisor Kingsley: "During the time I worked at the Helitack base and was the helicopter manager, Judd would show up on Search and Rescue flights, I always felt so much better when Judd showed up on a medical call. I have been a fan of Judd's for 30 years plus."

Supervisor Marcellin: "Thank you for being halfway up Gerkin Road that day, I wouldn't be in this seat today if you weren't there, thank you for being there. I wish your dad was here so I could thank him for coming and getting me and bringing me home. Thank you for your commitment, for your family's commitment."

Supervisor Roeser: "Listening to detailed stories about the early days at Mule Days when you were on site was well-worth time spent with you; and to the family that supported Judd and all of you that have done so much for your community over the years, it is appreciated."

Public comment and additional praise was given by fellow EMCC members Wendy Derr and Lisa Davis.

<i>Public Comment</i>	The Chairperson asked for public comment related to items not calendared on the agenda and public comment was made by Lauralyn Hundley.
<i>County Department Reports</i>	HHS Director Marilyn Mann reminded attendees that May is Mental Health Awareness Month and Lone Pine Behavioral Health will be hosting a wellness activity Thursday; provided an update on the status of EMS services with the new provider Coast 2 Coast; and said that June is National Elder Abuse Awareness Month. Chief Probation Officer Jeff Thomson reported that May revisions to the State budget have not affected Probation funding, which includes the Crisis Counseling Assistance and Training Program Grants.
<i>Clerk of the Board – Approval of Minutes</i>	Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to approve the minutes of the regular Board of Supervisors meetings of May 9, 2023. Motion carried unanimously.
<i>CAO-Personnel – LEAA Side Letter</i>	Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to ratify and approve the side letter between the County of Inyo and the Law Enforcement Administrators Association. Motion carried unanimously.
<i>CAO-Personnel – Ordinance 1298 (Elected Official Salaries)</i>	Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to approve Ordinance 1298, titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Subsections 2.88.040(B) and 2.88.040(G) of the Inyo County Code Regarding Certain Elected Official Salaries." Motion carried unanimously.
<i>HHS – BCSH Agreement Amendment/ HHAP 1 Funding</i>	Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to approve the agreement amendment with the Business, Consumer Services and Housing Agency (BCSH) of the State of California Department of General Services, adding Inyo County Health and Human Services (HHS) as an additional party to the BCSH contract with Inyo Mono Advocates for Community Action, Inc. (IMACA) for the administration of Homeless, Housing, Assistance, and Prevention Program (HHAP) Round 1 funding in an amount not to exceed \$733,546.24 with HHS's responsibility and liability limited to the unspent amount of \$140,027.77 and the sales price for the sale of the building purchased with HHAP 1 funding, which will be transferred by IMACA upon sale of the building with the term of this agreement commencing upon BCSH approval of the agreement through June 30, 2025, and authorize the HHS Director to sign the standard agreement amendment (STD213). Motion carried unanimously.
<i>HHS – BCSH Agreement Amendment/ HHAP 2 Funding</i>	Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to approve the agreement amendment with the Business, Consumer Services and Housing Agency (BCSH) of the State of California Department of General Services, adding Inyo County Health and Human Services (HHS) as an additional party to the BCSH contract with Inyo Mono Advocates for Community Action, Inc. (IMACA) for the administration of Homeless, Housing, Assistance, and Prevention Program (HHAP) Round 2 funding in an amount not to exceed \$356,764.00 with HHS's responsibility and liability limited to the unspent amount of \$355,200.68 with the term of this agreement commencing upon BCSH approval of the agreement through June 30, 2026, and authorize the HHS Director to sign the standard agreement amendment (STD213). Motion carried unanimously.
<i>Probation Department - Noble Software Group, LLC Amendment No. 8</i>	Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to approve Amendment No. 8 to the agreement between the County of Inyo and Noble Software Group, LLC. of Redding, CA to extend the agreement from July 1, 2023 to June 30, 2024 with the cost of \$6,004.95 for the annual hosting fee (up to 19 Users) and \$800 for quality assurance (IRR Site Access, 8 Users), and to remove Section 23 and add Section 22.5 to the agreement, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
<i>Public Works – Cerro Gordo Road Closure</i>	Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to approve the road closure on Cerro Gordo Road on Saturday, May 27, 2023 for a footrace held by Brent Underwood. Motion carried unanimously.

Public Works – Big Pine Diversion Emergency Work Contract Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to: A) Find that the work set out in this contract is necessary to respond to an emergency situation and had to be performed on a timeline that prevented us from seeking bids; and B) ratify and approve the agreement between the County of Inyo and Clair Concrete of Bishop, CA for the provision of construction services in an amount not to exceed \$135,000 for the period of March 15, 2023 through April 20, 2023 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

CAO – Third Quarter Financial Review CAO Greenberg provided a presentation which highlighted quarterly expenditures and incoming revenue. Additional questions by the Board were answered by Auditor-Controller Amy Shepherd and Senior Budget Analyst Denelle Carrington.

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to: A) Accept the Fiscal Year 2022-2023 Third Quarter Financial Review as presented; B) Approve the specific budget action items and recommendations discussed in the report and represented in Attachments A & B, and authorize the Auditor-Controller to make the budget adjustments as listed in Attachments A & B (*4/5ths vote required*); C) Authorize the County Administrator and Auditor-Controller to make any additional year-end adjustments, as may be necessary within each fund (*4/5ths vote required*); D) Approve the Preliminary Fiscal Year 2023-2024 Budget Calendar (Attachment C) with regards to the proposed dates for the Budget Hearings and adoption of the Final Budget; E) Direct the County Administrator and Auditor-Controller to prepare a modified rollover budget for the start of Fiscal Year 2023-2024 and present it for approval on June 6th or June 13, 2023; and F) Authorize the County Administrator and Auditor-Controller to transfer the balance of General Fund Contingencies on June 30, 2023, to General Reserves and Amend the Fiscal Year 2022-2023 Budget to reflect changes if needed (*4/5ths vote required*). Motion carried unanimously.

CAO – Spring Runoff Planning and Response Efforts CAO Greenberg provided updates on spring runoff planning and response efforts. The following County staff members provided the public with additional updates and information: Public Works Deputy Director-Roads Shannon Platt, Lt. Nate Derr with the Inyo County Sheriff's Office, Agriculture Commissioner Nathan Reade, and Lead Field Technician with Mosquito Abatement Robert Miller.

Water Department – Standing Committee Meeting Preparation Acting Water Director Holly Alpert summarized information taken from the agenda for the Inyo/Los Angeles Standing Committee Meeting, scheduled for May 26, 2023, and asked for direction from the Board.

The Board agreed with the following staff recommendations moving forward: A) that seasonal habitat flows stay at a 200 cubic feet per second minimum; and B) that the flooded acreage for the Black Rock area stay at a minimum of 500 acres.

Public comment was given by Sally Manning.

Recess/Reconvene The Chairperson recessed the meeting for a break at 10:45 a.m. and reconvened the meeting at 11:02 a.m. with all Board members present except Supervisor Kingsley who excused himself prior to the break at 10:30 a.m. for another meeting commitment.

HHS-Fiscal Oversight and Special Operations-Division Overview The Board received a presentation of the Health & Human Services' Fiscal Oversight and Special Operations Division from the following staff members: Deputy Director of Fiscal and Special Operations Melissa Best-Baker, Disaster Program Manager Taylor Hartshorn, Assistant HHS Director Anna Scott, and HHS Director Marilyn Mann.

Closed Session Chairperson Roeser recessed open session at 11:56 a.m. to convene in closed session with all Board members present, including Supervisor Kingsley, to discuss the following item: No. 23 **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): 1 potential case.

Open Session Chairperson Roeser recessed closed session and reconvened the meeting in open session at 1:13 p.m. with the following Board members present: Supervisors Marcellin, Orrill, and Roeser. Supervisor Griffiths excused himself in order to travel to another meeting.

Report on Closed Session

County Counsel Vallejo reported that no action was taken during closed session that is required to be reported.

CAO-Emergency Services – Hazard Mitigation Plan Presentation

Emergency Services Manager Mikaela Torres gave a presentation on the Local Hazard Mitigation Plan. The plan being updated in-house will identify a proposed hazard list, mitigation strategies, and be utilized as a tool for the County and other local stakeholders in the event of an emergency.

Torres invited the community to participate in a survey to collect feedback and said that there will be upcoming community meetings to discuss the plan further, with an additional update made to the plan for public review and comment prior to Board review and approval.

Public Comment

Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda and there was no one wishing to speak.

Board Member & Staff Reports

Supervisor Marcellin said he attended a consultation meeting with the Bishop Tribal Council and Supervisor Griffiths and will be planning a lunch meeting with the Council in August; and will be attending meetings of the Local Transportation Commission, Local Agency Formation Commission, City of Bishop and the Rural Fire Protection District, and for the bridge project kick-off in Bishop.

Supervisor Orrill thanked the Bishop Wellness Center for an invite to the barbeque and Mental Health Awareness event that they hosted last week and said that she has been organizing the Mule Days parade.

Supervisor Roeser said she attended the Wildfire Preparedness Workshop in Starlite and various meetings with the Inyo-Mono Cattle Women's Association, the Veterans Service Officer, Mule Days, community service districts, County Service Area 2, Eastern Sierra Child Support, and Inyo Associates. Roeser said she will be attending the Local Transportation Commission meeting and Mule Days.

CAO Greenberg reminded everyone that there will be no Board meetings for the next two weeks, noting that in that time a vendor will be installing the new audio-visual system in the board room. Greenberg said that he attended recent meetings focused on the public safety radio system, the FY 2023-2024 budget, and a kick-off for the Emergency Medical System study with stakeholders. He added that he is looking forward to a meeting with Northern Inyo Hospital Chief Financial Officer/Interim Chief Executive Officer Stephen DelRossi, has an upcoming Inyo/Los Angeles Standing Committee meeting and meetings for spring runoff preparations, and will be attending Mules Days.

Assistant Clerk of the Board/Public Relations Liaison Darcy Ellis said that she has been attending weekly meetings of the Joint Information Center formed for the spring runoff disaster and is working on a multi-agency Frequently Asked Questions document to ensure consistent messaging and updates to the public regarding spring runoff preparation and safety.

Adjournment

The meeting was adjourned at 1:47 p.m. to 8:30 a.m. Tuesday, June 6, 2023, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

*by: _____
Darcy Ellis, Assistant*

DRAFT



INYO COUNTY BOARD OF SUPERVISORS

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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3796

Clerk-Recorder Retention Policy Resolution

Clerk-Recorder

ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Sexton, Clerk/Recorder

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

Approve Resolution No. 2023-17 titled, "A resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting a Record Retention Policy for the Inyo County Clerk Recorder's Office," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Clerk-Recorder is requesting Board approval for the "Inyo County Clerk-Recorder & Elections Records Retention Policy". As most of our record retention is subject to state and federal statutory law, our office has always remained in compliance with these rules. Establishing this local retention policy will not change this current practice. This proposed formal policy is set to match our current structure and provide reference to the laws we are to follow.

The Inyo County Clerk-Recorder / Elections Office has reviewed board-adopted retention policies from many other California counties to compile a comprehensive list of records to be retained. The Inyo County Clerk-Recorder and County Counsel have worked together to develop the "Inyo County Clerk-Recorder & Elections Records Retention Policy" by setting the correct applicable laws and determining policy only retention periods as appropriate.

By implementing our Records Retention Policy our Clerk-Recorder / Elections Office will achieve the following:

- Improve overall utilization of resources.
- Control the growth of records volume.
- Demonstrate compliance with statutory requirements.
- Improve ability to locate and retrieve records when requested by the public, staff & PRA requests.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence			
Current Fiscal Year Impact			

No fiscal impact.
Future Fiscal Year Impacts
No fiscal impact.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Not approving the Retention Policy will result in retaining unnecessary documents which will cause the need for additional offsite secure storage and additional proper long term storage containers at the cost of County General Fund.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Record Retention Resolution - Clerk Recorder

APPROVALS:

Danielle Sexton	Created/Initiated - 5/11/2023
Darcy Ellis	Approved - 5/11/2023
Danielle Sexton	Approved - 5/15/2023
John Vallejo	Approved - 5/15/2023
Grace Chuchla	Approved - 5/15/2023
Nate Greenberg	Final Approval - 6/1/2023

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF INYO, STATE OF CALIFORNIA,
ADOPTING A RECORD RETENTION POLICY FOR THE INYO COUNTY CLERK
RECORDER'S OFFICE

WHEREAS, the Inyo County Clerk Recorder desires to adopt a record retention policy to govern the orderly preservation and destruction of records managed by the Clerk Recorder;

WHEREAS, the retention periods for many records managed by the Clerk Recorder are set out in statute;

WHEREAS, despite the existence of multiple statutes governing retention periods for documents in the Clerk Recorder's control, there are still certain types of documents where state law is silent on the issue of retention;

WHEREAS, Government Code section 26202 authorizes the Board of Supervisors to approve the destruction of any document that is greater than two years old, unless a more specific law dictates a longer retention period;

WHEREAS, Government Code section 26205 authorizes the Board of Supervisors to permit the retention of a record in electronic format, in lieu of hard copy, unless a more specific law mandates hard copy retention;

WHEREAS, pursuant to various state laws creating specific retention periods and the grants of authority found in section 26202 and section 26205, the Clerk Recorder has created a record retention policy.

NOW THEREFORE BE IT RESOLVED by the Inyo County Board of Supervisors that,

1. The Inyo County Clerk Recorder Record Retention Policy, which is attached hereto as Exhibit A, is hereby adopted as the standards and regulations governing the retention and destruction of records in the control of the Inyo County Clerk Recorder (hereinafter "the Policy").
2. For the purpose of destroying documents pursuant to Government Code section 26202, the Inyo County Clerk Recorder is delegated the authority to determine if the document meets all of requirements stated in section 26202 and, if it does, destroy the document pursuant to the Policy.

3. Unless another statute requires preservation of a hard-copy record, the Inyo County Clerk Recorder is authorized to destroy any hard-copy record if the record has been electronically preserved in accordance with the requirements of section 26205.

PASSED AND ADOPTED this _____ day of _____, 2023, by the following vote:

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

JENNIFER ROESER, Chairperson
Inyo County Board of Supervisors

ATTEST: Nathan Greenberg
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board

Exhibit A

Elections Retention Schedule

TITLE / DESCRIPTION OF RECORDS	TYPE OF ELECTIONS	PERIOD OF RETENTION	APPLICABLE LAW
BALLOTS			
VOTED BALLOTS	FEDERAL	Destroy after 22 months	Elections Code § 17301, 17302, 17305 / 52 USC § 20701
	STATE/LOCAL	Destroy after 6 months	
PROVISIONAL	FEDERAL	Destroy after 22 months	Elections Code § 17301 / 52 USC § 20701
	STATE/LOCAL	Destroy after 6 months	Elections Code § 17302
UNVOTED BALLOTS	FEDERAL	Destroy after 22 months	Elections Code § 17301 / 52 USC § 20701
	STATE/LOCAL	Destroy after 6 months	Elections Code § 17302
CANCELLED BALLOTS	FEDERAL	Destroy after 22 months	Elections Code § 17301 / 52 USC § 20701
	STATE/LOCAL	Destroy after 6 months	Elections Code § 17302
SPOILED BALLOTS	FEDERAL	Destroy after 22 months	Elections Code § 17301 / 52 USC § 20701
	STATE/LOCAL	Destroy after 6 months	Elections Code § 17302
BALLOT RECEIPTS	FEDERAL	Destroy after 22 months	Elections Code § 17301 / 52 USC § 20701
	STATE/LOCAL	Destroy after 6 months	Elections Code § 17302
SURRENDERED VOTE-BY-MAIL BALLOTS	FEDERAL	Destroy after 22 months	Elections Code § 17301 / 52 USC § 20701
	STATE/LOCAL	Destroy after 6 months	Elections Code § 17302
ENVELOPES- VOTE-BY-MAIL VOTER IDENTIFICATION & PROVISIONAL	FEDERAL	Destroy after 22 months	Elections Code § 17301 / 52 USC § 20701
	STATE/LOCAL	Destroy after 6 months	Elections Code § 17302
VOTE BY MAIL VOTER APPLICATIONS	FEDERAL	Destroy after 22 months	52 USC § 20701
	STATE/LOCAL	Destroy after 6 months	Policy only.
VOTER REGISTRATION			
AFFIDAVITS OF REGISTRATION - Active/Inactive/Cancelled - paper copy (Registration Application)	ALL ELECTIONS	Permanent retention until imaged - Retain for 5 years <i>(2202b: note - all applications are retained electronically; however, hardcopies with original signatures are still retained for 5 years)</i>	Elections Code § 17000 Elections Code § 2202 (b)
AFFIDAVITS OF REGISTRATION - Pending status paper copy (Registration Application)	ALL ELECTIONS	Retain for 22 months	52 USC § 20701
APPLICATION FOR VOTER REGISTRATION INFORMATION	N/A	Destroy after 5 years	Elections Code § 2188
OFFICIAL NOTICES Death, mental incompetence and felony listings	N/A	Destroy after 22 months	52 USC § 20701
PRIOR REGISTRATION NOTICE Voter registered in another jurisdiction	N/A	Destroy after 22 months	52 USC § 20701
VRC CORRESPONDENCE Request to cancel registration or change of address, name, etc.	N/A	Destroy after 22 months	52 USC § 20701
VNC, ARC, 8d(2) CARDS (UNDELIVERABLE), NCOA AND ALL REPORTS	N/A	Destroy after 22 months	52 USC § 20701
VNC, ARC & 8d(2) CARDS Returned to election offices by registrants responding to verification or confirmation mailings	N/A	Destroy after 22 months	52 USC § 20701

Elections Retention Schedule

TITLE / DESCRIPTION OF RECORDS	TYPE OF ELECTIONS	PERIOD OF RETENTION	APPLICABLE LAW
CAMPAIGNS			
CAMPAIGN STATEMENTS - ORIGINAL FORMS			
Statements of organizations, registration statements of lobbyists, and original campaign statements of county supervisors, persons holding elective state office, candidates for any such offices, committees supporting any such officeholder or candidate, and any committees supporting or opposing statewide measures. Original statements of Mayors, BOS candidates for these offices and committees supporting an office holder or a candidate Original campaign statements of all other persons not mentioned in 81009(a) OR 81009(b)	ALL ELECTIONS	Permanent retention	Gov't Code § 81009(a)
	LOCAL	Destroy after 5 years	Gov't Code § 81009(b)
	ALL ELECTIONS	Destroy after 7 years	Gov't Code § 81009(c)
NOMINATION PAPERS / SIGNATURES IN-LIEU OF Nomination papers for all candidates, not just those elected	N/A	Destroy 4 years after term expires	Elections Code § 17100
REPORTS & STATEMENTS - ORIGINAL Original reports and statements not specified by 81009(a)-(d)	ALL ELECTIONS	Destroy after 7 years	Gov't Code § 81009(e)
REPORTS & STATEMENTS - COPIES Copies of reports and statement which do not need retention of more than one copy	ALL ELECTIONS	Destroy after 4 years	Gov't Code § 81009(f)
STATEMENTS OF ECONOMIC INTEREST - ORIGINAL Original statements of economic interest of persons holding statewide elective office	ALL ELECTIONS	Permanent retention	Gov't Code § 81009(d)
REPORTS AND STATEMENTS - ORIGINAL OR COPIES After an original report or statement or a copy has been on file for at least two years, the officer with whom it is filed may comply with this section by retaining a copy on microfilm other space-saving materials available for public inspection instead of the original report or statement or copy	ALL ELECTIONS	Destroy after 2 years	Gov't Code § 81009(g)
PETITIONS (INITIATIVE OR REFERENDUM)			
QUALIFIED PETITIONS - retention period is based on certification of election	N/A	Destroy 8 months after certification of the results of the election for which the election qualified for or if the measure is not submitted to the voters eight months after the final examination of the petition by the elections official	Elections Code § 17200(a)
FAILED PETITIONS - retention period is based on final examination			

Elections Retention Schedule

TITLE / DESCRIPTION OF RECORDS	TYPE OF ELECTIONS	PERIOD OF RETENTION	APPLICABLE LAW
PRECINCTS			
ASSISTED VOTERS LIST	FEDERAL	Destroy after 22 months	Elections Code § 17303
	STATE/LOCAL	Destroy after 6 months	Elections Code § 17304
BALLOT RECEIPTS	FEDERAL	Destroy after 22 months	Elections Code § 17301
	STATE/LOCAL	Destroy after 6 months	Elections Code § 17302
CHALLENGE LISTS	FEDERAL	Destroy after 22 months	Elections Code § 17303
	STATE/LOCAL	Destroy after 6 months	Elections Code § 17304
OFFICIAL PRECINCT MATERIALS -Precinct Officers Dec. of Intention (E.C. 12321) -Precinct Board Member Applications (E.C. 12300) -Order appointing precinct boards and designating the polling places (E.C. 12286) -Nomination appointments to Precinct Board from county central committee (E.C. 12327) -Written orders appointing precinct board members and designating polling places (E.C. 12327)	FEDERAL	Destroy after 22 months	Elections Code § 17502
	STATE/LOCAL	Destroy after 6 months	Elections Code § 17503
PRECINCT MAPS - GENERAL ELECTION	EVERY GENERAL	Copies of Precinct Maps sent to SOS who keeps for 12 years	Elections Code § 17501
PRECINCT MAPS - DATA	N/A	Permanent retention	Policy only.
ROSTER OF VOTERS	ELECTIONS	Destroy after 5 years following election	Elections Code § 17300
STREET INDEX	FEDERAL	Destroy after 22 months	Elections Code § 17303
	STATE/LOCAL	Destroy after 6 months	Elections Code § 17304
OFFICIAL CANVASS			
ELECTION RESULTS & CERTIFICATION	ALL ELECTIONS	Permanent retention	Policy only.
CANVASS MATERIALS / FORMS	FEDERAL	Destroy after 22 months	Policy only.
	STATE/LOCAL	Destroy after 6 months	Policy only.
VOTER INFORMATION GUIDES / SAMPLE BALLOT	ALL ELECTIONS	Permanent retention Scanned & sufficient number of hard copies maintained permanently; extras shredded.	Policy only.
1% TALLY SHEETS, CHALLENGED & ASSISTED VOTERS LIST	FEDERAL	Destroy after 22 months	Elections Code § 17303
	STATE/LOCAL	Destroy after 6 months	Elections Code § 17304
PRESS RELEASES / PUBLIC COMMUNICATION	ALL ELECTIONS	Permanent retention	Policy only.

Clerk Retention

TITLE / DESCRIPTION OF RECORDS	PERIOD OF RETENTION	APPLICABLE LAW
Fictitious Business Name Statement	4 years after expiration or abandonment (FBN Term: 5 years)	Business & Professions Code § 17925(b) & Business & Professions Code § 17927(a)
Notary Books/Bonds	10 years from deposit	Gov't Code § 8209
Notary Oaths	2 years after expiration of term (Oath Term: 4 years)	Policy only.
Vital Requests	2 years after request completed	Policy only.
Marriage License Applications	2 years after application completed	Policy only.
Marriage Licenses	1 Year after submission: & microfilmed & images have been reviewed. Permanent retention of microfilm.	Policy only.
Deputy Commissioner Oaths Application	2 years after application completed	Policy only.
Fish & Wildlife- CEQA	1 year from filing date	Fish & Game Code § 711.4(e)(1); 14 CCR § 753.5(f)
Notice of Completion	5 years from filing date	Policy only.
Power of Attorney Records	2 years after revocation	Policy only.
Oaths of Office - County Employee	5 years after termination of employment	Gov't Code § 3105(f)
Oaths of Office - Elected Board Members	5 years after revocation	Gov't Code § 24102
Oaths of Office - Elected Officials	5 years after revocation	Gov't Code § 24102



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3615

California Indian Legal Services Contract Amendment No. 2 Health & Human Services - ESAAA ACTION REQUIRED

ITEM SUBMITTED BY

Marilyn Mann, HHS Director

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

Ratify and approve Contract Amendment No. 2 between the County of Inyo and California Indian Legal Services for the provision of Independent Contractor Services to older adults eligible for services through the Eastern Sierra Area Agency on Aging, revising the Scope of Work and Schedule of Fees to include additional Older Adults Recovery and Resilience (OARR) funding, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This contract amendment comes before your Board with revisions to the scope of work and schedule of fees to include additional OARR funding received by the program. CILS has a long history of providing legal assistance services to older adults and older adults with disabilities in the Eastern Sierra Region and is the agency's contracted provider for legal services for older adults through our ESAAA program. Their expertise will continue to be tapped to the benefit of our senior citizens for services including representation for housing related legal needs, consumer fraud, elder abuse and other matters should Board decide to approve this contract.

FISCAL IMPACT:

Funding Source	Grant monies (Federal)	Budget Unit	683000
Budgeted?	Yes	Object Code	5265
Recurrence	Time Limited One-Time Expense		
Current Fiscal Year Impact			
Revenue and Expense estimates will be added at 3rd quarter budget projections.			
Future Fiscal Year Impacts			
This funding expires in December 2023. Remaining funds will be budgeted for FY 23/24.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Board could choose not to approve this contract, thus delaying ESAAA's ability to provide required legal assistance to local senior citizens.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

California Department of Aging (CDA), County of Mono, California Indian Legal Services

ATTACHMENTS:

1. California Indian Legal Services Contract Amendment No. 2

APPROVALS:

Marilyn Mann	Created/Initiated - 3/12/2023
Darcy Ellis	Approved - 3/14/2023
Marilyn Mann	Approved - 3/21/2023
Darcia Blackdeer-Lent	Approved - 3/21/2023
Melissa Best-Baker	Approved - 3/27/2023
Darcia Blackdeer-Lent	Approved - 3/31/2023
Melissa Best-Baker	Approved - 5/31/2023
John Vallejo	Approved - 5/31/2023
Amy Shepherd	Approved - 6/1/2023
Marilyn Mann	Final Approval - 6/1/2023

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CALIFORNIA INDIAN LEGAL SERVICES
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and California Indian Legal Services, of Sacramento, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated December 8, 2020, on County of Inyo Standard Contract No. 116, for the term from July 1, 2020 to June 30, 2024.

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

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

County and Contractor hereby amend such Agreement as follows:

- SECTION 3(B), TRAVEL AND PER DIEM, is amended as follows:

Contractor will be paid for actual travel expenses and per diem incurred in connection with the provisions of the services outlined in Attachment A. 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' rules and regulations: which can be found at <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

- SECTION 3(D), LIMIT ON AMOUNT PAYABLE UNDER AGREEMENT, is amended as follows:

The "contract limit," as that term is used in Section 3(D), shall be amended to \$209,292.

- ATTACHMENT A, SCOPE OF WORK, is amended as follows:

The last paragraph on the page 2 of Attachment A shall read as follows:

During FY 2022/2023 and FY 2023/2024, with the additional OARR funding, CONTRACTOR shall expand existing legal services that assist older adults, and older adults with disability, with a variety of legal problems concerning housing, consumer fraud, elder abuse, Social Security, Supplemental Security Income (SSI), Medicare, Medi-Cal, age discrimination, pensions, nursing homes, protective services, conservatorships, and other matters.

Before initiating expanded services, CONTRACTOR shall provide a plan to the COUNTY that clearly outlines how services provided with OARR funding will be above and beyond the current services offered under the original terms of the contract. The expansion may include but is not limited to: expanding the definition of eligibility to make services available to seniors who were not eligible before, expanding outreach to isolated areas such as Tecopa, Lone Pine and/or Walker via in-person or virtual access, and/or expanding the scope of services to the prioritized senior populations. Services provided and reported under the amendment will not supplant services performed and reported under the current contract. This work shall collectively be referred to as "Expanded OARR Services."

CONTRACTOR shall comply with program monitoring by ESAAA staff as required by the State, or otherwise determined, that includes distinct reporting of expanded services funded with OARR.

- ATTACHMENT B, SCHEDULE OF FEES, is amended as follows:

The following shall be added to the Schedule of Fees:

As compensation for the Contractor's performance of Expanded OARR Service, County shall pay Contractor according to the following hourly rates:

- Directing and Senior Attorneys - \$200.00 per hour
- Staff Attorneys - \$175.00 per hour
- Paralegal, Law Clerks and/or Legal Assistants - \$75.00 per hour
- Advocates - \$100.00 per hour

Contractor shall submit monthly to County an invoice reflecting actual hours worked by its staff on Expanded OARR Services and travel expenses incurred by its staff in providing those services. Contractor's invoices shall not exceed \$119,292.00 annually for years 2023 and 2024.

Funding for Expanded OARR Services is separate from all other Title IIIB/Area Plan funding. Nothing in this amendment is intended to impact or alter the existing provisions in the Schedule of Fees as they pertain to Title IIIB/Area Plan funds.

The effective date of this Amendment to the Agreement is June 1, 2023.
This amendment will terminate on December 31, 2023.

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

AMENDMENT NUMBER _____ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR



By: _____

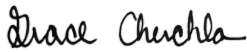
Signature

Heather Hostler, Executive Director

Type or Print

Dated: May 11, 2023

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 8th day of December 2020 an order was duly made and entered as follows:

*HHS – CILS
Contract*

Moved by Supervisor Totheroh and seconded by Supervisor Griffiths to ratify and approve the contract with California Indian Legal Services for the provision of legal services to older adults eligible for services through the Eastern Sierra Area Agency on Aging, in an amount not to exceed \$90,000 for the period July 1, 2020 through June 30, 2024, contingent upon the Board's adoption of future budgets. Motion carried unanimously 4-0, with Supervisor Tillemans absent.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO: Other: HHS DATE: December 17, 2020

WITNESS my hand and the seal of said Board this 8th
Day of December, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

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

By: _____



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 8, 2020

FROM: Marilyn Mann

SUBJECT: Ratification and approval of Contract with California Indian Legal Services

RECOMMENDED ACTION:

Recommend Board ratify and approve the contract with California Indian Legal Services for the provision of legal services to older adults eligible for services through the Eastern Sierra Area Agency on Aging, in an amount not to exceed \$90,000 for the period July 1, 2020 through June 30, 2024, contingent upon the Board's adoption of future budgets.

SUMMARY/JUSTIFICATION:

This contract comes before your Board with revisions to the scope of work to include activities related to the use of the CARES funding received by the program. CILS has a long history of providing legal assistance services to older adults in the Eastern Sierra Region and are the agency's contracted provider for legal services for older adults through our ESAAA program. Their expertise will continue to be tapped to the benefit of our senior citizens for services including representation for evictions and other housing related legal needs should Board decide to approve this contract.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Board could choose not to approve this contract, thus delaying ESAAA's ability to provide required legal assistance to local senior citizens.

OTHER AGENCY INVOLVEMENT:

California Department of Aging (CDA), County of Mono

FINANCING:

This funding is 100% Federal IIIB and CARES funds from CDA. This expense is currently budgeted in ESAAA (683000) in Professional Services (5265) and will be budgeted in ESAAA in future years. No County General Funds.

ATTACHMENTS:

1. California Indian Legal Services/ESAAA Contract

AGREEMENT BETWEEN COUNTY OF INYO

AND California Indian Legal Services (CILS)
FOR THE PROVISION OF legal assistance SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal assistance services of California Indian Legal Services (CILS) of Escondido, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2020 to June 30, 2024 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 Ninety thousand Dollars

(\$ 90,000.00-----) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Health & Human Services</u>	Department
<u>163 May Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>California Indian Legal Services</u>	Name
<u>609 S. Escondido Blvd.</u>	Address
<u>Escondido, CA 92025</u>	City and State

24. ENTIRE AGREEMENT.

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


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AGREEMENT BETWEEN COUNTY OF INYO
AND California Indian Legal Services (CILS)
FOR THE PROVISION OF legal assistance SERVICES

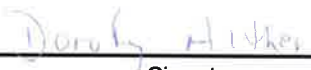
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 15th DAY OF January, 2021.

COUNTY OF INYO

By: 
Signature
Jeff Griffiths
Print or Type Name

Dated: 01/15/2021

CONTRACTOR

By: 
Signature
Dorothy Alther
Print or Type Name

Dated: 11/24/2020


APPROVED AS TO FORM AND LEGALITY:

County Counsel


APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND California Indian Legal Services (CILS)
FOR THE PROVISION OF legal assistance **SERVICES****

TERM:

FROM: 7/1/2020 **TO:** 6/30/2024

SCOPE OF WORK:

CONTRACTOR is expected to deliver high quality, high-impact, cost-effective services designed to address the unmet legal needs of vulnerable older adults throughout Inyo and Mono Counties. The primary focus is to deliver direct legal assistance services, at no cost to those older adults, by attorneys licensed and in good standing to practice law in the State of California. Law students, paralegals, paralegal interns, attorneys not licensed in California, and lay advocates may provide legal assistance under the direct supervision of a licensed attorney or as otherwise permitted by California law. Program services staff are encouraged to attend training being provided or sponsored by the State relevant to the subject areas of legal assistance.

CONTRACTOR is expected to work collaboratively to reach concurrence with Eastern Sierra Area Agency on Aging (ESAAA) management on an annual basis, on the local legal service needs, issue area priorities and identification of target populations.

CONTRACTOR shall refer clients, as necessary, to other appropriate agencies or organizations for services.

CONTRACTOR is expected to comply with specific requirement of the Older Americans Act (OAA), as outlined in the California Statewide Guidelines for Legal Assistance (attached).

CONTRACTOR shall provide education about and assistance with substantive legal issues of concern to older adults (defined as age 60 and older) living in the Eastern Sierra region of Inyo and Mono Counties. Services shall be targeted to those older adults with the greatest economic or social need including those who are:

1. homebound or limited mobility
2. long-term care facility residents
3. without access to transportation
4. living alone with no support or otherwise socially or geographically isolated
5. experiencing chronic health problems
6. abused
7. deaf/hearing impaired
8. immigrants
9. LGBT
10. limited English proficiency
11. people with physical disabilities
12. people with dementia or other mental capacity issues
13. grandparents caring for grandchildren
14. formerly incarcerated

Priority legal issues to address include those identified in both the California Statewide Guidelines (issued by the California Department of Aging), with specific focus on those identified in the most recent regional Needs Assessment conducted by the Eastern Sierra Area Agency on Aging (ESAAA); those issues include:

1. Getting legal assistance for matters such as wills, estate planning, public benefits, landlord-tenant matter, or other legal matters
2. Getting help with managing money, detecting and avoiding frauds and scams, credit cards, debt or taxes

Legal assistance services shall include some in-person assistance, including but not limited to on-site visits to regional Senior Centers (including, but not limited to, via electronic videoconferencing or other electronic video capability). Each site shall have no less than two, and ideally, four in-person appearances annually, including time slots reserved for private, confidential meetings with individual older adults, as coordinated with ESAAA staff. “(Contractor shall make best efforts to make the above in-person appearances to regional senior centers in a safe manner, taking into consideration the status of the COVID-19 pandemic and recommended practices and precautions from government health authorities)”

Specifically, CONTRACTOR shall provide brief legal consultation/advice/education and referral on all legal matters to targeted senior residents of Inyo and Mono Counties, and shall determine whether specific identified concerns require a legal remedy, a referral to a non-legal entity, or a referral to private attorneys if direct legal representation is required. Fee-generating cases shall be referred to the private bar. In no case will ESAAA nor the County of Inyo be responsible for costs of continued legal work on such cases.

CONTRACTOR shall comply with program monitoring by ESAAA staff as required by the State, or otherwise determined.

During FY 2020/2021 with the additional CARES funding, CONTRACTOR shall provide legal services or advice related to issues arising from the COVID-19 pandemic or government responses to the pandemic.

CALIFORNIA STATEWIDE GUIDELINES

FOR LEGAL ASSISTANCE

Prepared by

**Chisorom U. Okwuosa, Esq.
Legal Services Developer**

APRIL 7-8, 2015

**LORA CONNOLLY,
Director
California Department of Aging**

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I PREFACE

The Older American Act (OAA) of 1965, as amended, designates legal assistance as a priority service funded under Title 111-B[42 U.S.C. § 3026(a)(2)]. As such, the funding of legal assistance by each Area Agency on Aging is mandatory, and services must be accessible and available throughout each of the 33 Planning and Service Areas (PSAs) in California.

The Statewide Guidelines for Legal Assistance in California [hereinafter Guidelines] were originally developed by the Legal Services Developer within the California Department of Aging (CDA) in conjunction with representatives from the Area Agencies on Aging (AAAs), Legal Services Providers (LSPs), Ombudsmen, California Association of Area Agencies on Aging (C4A) and the California State Bar. The purpose of the Guidelines is to provide guidance and technical assistance to the AAAs and LSPs on the delivery of quality legal assistance to older individuals, pursuant to the Older Americans Act (OAA) of 1965, as amended. These Guidelines were designed to outline the elements of a quality legal services program and how to promote an effective legal assistance delivery system throughout the state.

On April 7 & 8, 2015, the Model Approaches Grant Partners - CDA, Legal Services of Northern California and the Legal Aid Association of California convened an in-person meeting of a Task Force in San Francisco for the purpose of updating the Guidelines. The Task Force consisted of representatives from CDA, AAAs, LSPs, C4A, Ombudsmen and the California State Bar. The task force was facilitated by Penelope Hommel, Co-Executive Director of The Center for Social Gerontology, Ann Arbor, Michigan.

The Guidelines were circulated to the members of the Task Force in draft form for comments. Following these revisions, the Task Force members, in turn, circulated a draft to their various members and obtained input. Most comments that were consistent with the consensus reached during the in-person meeting were incorporated into the Guidelines, where feasible. This document is now the final update of the Guidelines.

It is important to emphasize that the implementation of the updated Guidelines will not only help ensure compliance with the Older Americans Act and consistency with the Older Californians Act, but will also help to focus the delivery of legal assistance to at risk older individuals in California and promote effective advocacy.

On behalf of the California Department of Aging, I wish to thank my Grant Partners, each member of the Task Force and everyone who contributed or participated in this process.

July 31, 2015
Chisorom U. Okwuosa, Esq.
Legal Service Developer,

II. DEFINITIONS

For purpose of these Guidelines, the following definitions are applicable. Many of these definitions mirror those found in the Older Americans Act (OM) to whatever extent possible and appropriate. Any term not otherwise defined will have its general meaning.

Abuse -the willful: (a) infliction of injury, unreasonable confinement, intimidation, or cruel punishment with resulting physical harm, pain, or mental anguish; or (b) deprivation by a person, including a caregiver, of goods or services that are necessary to avoid physical harm, mental anguish or mental illness. See 42 U.S.C. § 3002(1).

Accessible - the practical availability of legal services to the target population groups.

Adult Protective Services (APS) -those preventive and remedial activities performed on behalf of elders and dependent adults who are unable to protect their own interest, harmed or threatened with harm, caused physical or mental injury due to the action or inaction of another person or their own action as a result of ignorance, illiteracy, incompetence, mental limitation, substance abuse or poor health, lacking in adequate food, shelter or clothing, exploited of their income and resources, or deprived of entitlement due them. See Cal. Welf. & Inst. Code§ 15610.10.

Advance Directive - a document executed under the California Health Care Decisions Act (Cal. Prob. Code §§ 4600-4805) designating an agent for making health care decisions in case of the principal's incapacity and or expressing the principal's health care and related choices.

Americans with Disabilities Act - a-federal remedial statute designed to eliminate discrimination against individuals with disabilities and to integrate individuals with disabilities in all areas of society.

Area Agency on Aging - the agency on aging designated in a planning and service area to develop and administer the area plan for a comprehensive and coordinated system of services for older people. See 42 U.S.C. § 3025(b).

Community Legal Education -An essential system of outreach to inform elders, other service providers and concerned parties of the legal rights of older people in community education forums, which will vary based on the literacy, sophistication, predominant language, available resources, and geographic dispersion of clients. Community legal education is specifically discussed in Standard 3.6 of the "ABA Standards for the Provision of Civil Legal Aid," where it is described as an important tool for providers and which is available from the State Legal Services Developer.

Conservatorship - a court proceeding to appoint a manager for the financial affairs and/or the personal care of an adult who is either physically or mentally unable to handle either or both.

Legal Assistance - (a) means legal advice and representation provided by an attorney to older individuals with economic or social needs; and (b) includes - (i) to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under

California Statewide Guidelines for Legal Assistance

the direct supervision of an attorney; and (ii) counseling or representation by a nonlawyer where permitted by law. See 42 U.S.C. § 3002(33). Direct legal assistance may be provided face-to-face, by telephone, or by electronic communication and includes, but is not limited to, advice and consultation, litigation, administrative representation, brief services, preparing legal documents and pro se assistance.

Direct Supervision - oversight of the provision of services by a professional licensed to provide such services, so as to ensure appropriate quality and scope of services. Direct supervision necessarily includes, but is not limited to, a substantial degree of personal review of work product, and availability to respond to questions from the persons being supervised.

Exploitation - (a) the fraudulent or otherwise illegal, unauthorized, or improper act or process of an individual, including a caregiver or fiduciary, that uses the resources of an older individual for monetary or personal benefit, profit, or gain, or that results in depriving an older individual of rightful access to, or use of, benefits, resources, belongings, or assets; (b) In subparagraph (a), the term "caregiver" means an individual who has the responsibility for the care of an older individual, either voluntarily, by contract, by receipt of payment for care, or as a result of the operation of law and means a family member or other individual who provides (on behalf of such individual or of a public or private agency, organization, or institution) compensated or uncompensated care to an older individual. See 42 U.S.C. § 3002(18).

Greatest economic need - the need resulting from an income level at or below 125% of the current official Federal Poverty Guideline amounts, consistent with financial eligibility policies of the Legal Services Corporation and the Uniform Reporting System for California. See 45 C.F.R § 1611.3. This includes exceptions to the income ceiling for those at 200% or less of the Federal Poverty Guidelines amounts in certain circumstances as enumerated in the Legal Services Corporation regulations. *Id.* at § 1611.5. (Providers may also take the California Elder Economic Security Index into account, as Area Agencies do during their mandated planning process when identifying those in greatest economic need. See Cal. Welf. & Inst. Code § 9400.)

Greatest social need - the need caused by non-economic factors, which include:

- (A) physical and mental disabilities;
- (B) language barriers, and
- (C) cultural, social or geographical isolation, including isolation caused by race or ethnicity, sexual orientation or gender identity, or housing status or mobility issue that:
 - (i) restricts the ability of an individual to perform normal daily tasks;
 - (ii) or threatens the capacity of the individual to live independently.

California Statewide Guidelines for Legal Assistance

Legal Services Provider (LSP) - an entity that is funded to deliver legal services to older people pursuant to the OAA. Note that this definition shall include, and these Guidelines thus shall apply to any OAA Title IV funded hotline, should one exist.

Legal Services Corporation (LSC) - a private, non-membership nonprofit corporation, that provides financial support for legal assistance in non-criminal proceedings or matters to people financially unable to afford legal assistance. See 42 U.S.C. § 2996b(a).

Long Term Care Ombudsman Program - a program established by the OAA using State-certified paid and volunteer ombudsman representatives and volunteers who advocate on behalf of residents of long-term care facilities (and potentially individuals receiving long term services and supports in the community) to seek remedies for both individual and systemic issues, and investigate complaints of elder abuse within these facilities. See 42 U.S.C. § 3058g.

Medi-Cal - California's Medicaid, the federal and state program of medical assistance for needy and low-income people.

Medicare - a federal health insurance program administered by the Centers for Medicare & Medicaid Services (CMS) in the Department of Health and Human Services. that is available regardless of income. Most people 65 years of age or older and certain disabled or blind people, regardless of age, are covered.

Monitoring Tool - instrument used to provide specific information about legal services, including staffing, targeting, intake and outreach. Monitoring tools should include components that enable AAAs and providers to assess contractual compliance, ensure consistency with these Guidelines, evaluate the quality and impact of programs, and review program goals and outcomes.

Older Americans Act of 1965 (OAA) - a federal Act to provide assistance in the development of new or improved programs to help older people, through grants to states for community planning and services and for training, through research, development, or training project grants, and to establish within the Department of Health and Human Services an operating agency to be designated as the Administration on Aging (Note that the Administration on Aging is now a part of the Administration for Community Living, established in April 2012 by bringing together the Administration on Aging, the Office on Disability and the Administration on Developmental Disabilities and is part of the Department of Health and Human Services). See 42 U.S.C. § 3001 *et seq.*

California Statewide Guidelines for Legal Assistance

Outreach - the process of informing potential clients regarding legal information, legal issues, available services and how to access those services. This may include specific information about available services or general education on legal and other relevant issues. Outreach is the key to implementing the targeting and priority setting goals in the OAA. Outreach may also include communication with other organizations or agencies that serve elders targeted under the OAA, such as APS, law enforcement, and community organizations.

Paralegal - a person who is qualified by education, training, or work experience, who either contracts with, or is employed by, an attorney, law firm, corporation, governmental agency, or other entity, and who performs substantial legal work under the direction and supervision of an active member of the State Bar of California.

Planning and Service Area - a geographic area that is designated for purposes of planning, development, delivery, and overall administration of services under an area plan. See 42 U.S.C. § 3025.

Program Staff - includes attorneys, law students, paralegals or unlicensed attorneys, lay advocates, and legal secretaries acting under the supervision of a licensed attorney or as provided by California law, who are employed by a legal services provider and whose primary job duties concern providing legal services to target populations pursuant to the OAA.

State Legal Service Developer - a person whose position is mandated by the OAA and whose mission providing state leadership in a) developing legal assistance programs for older people (42 U.S.C. § 3027(a)(13)), and b) securing and maintaining legal rights of older persons (42 U.S.C. § 3058).

State Unit on Aging - the California Department of Aging, which administers programs that serve older adults, including legal services programs, administers funds allocated under the federal OAA and the Older Californians Act; referred to throughout this document as "the State."

Targeting - the requirement in the OAA that services reach older people with greatest economic and social need, with particular attention to low-income individuals, low-income minority individuals, older individuals residing in rural areas, with limited English proficiency, with severe disabilities (physical and/or mental), isolated because of sexual orientation or gender identity, at risk for institutional placement, or other isolated older individuals.

III. MISSION STATEMENT

Ensure justice, dignity, health, security, maximum autonomy and independence to older Californians, particularly those in greatest need, by protecting and enforcing the legal rights of individuals and by promoting social change through broad elder rights advocacy.

IV. PROGRAM PURPOSE

The purpose of the Legal Services Program is to deliver high quality, high-impact, cost-effective services designed to address the unmet legal needs of vulnerable older people throughout the State of California.

In the development and implementation of local legal services programs, OAA Title 111-8 legal services providers ("LSPs"), along with their partners, AAAs, Ombudsman programs and the State are to be guided as follows:

- All partners should recognize that LSPs are a part of the continuum of aging services and coordinate with other Older American Act programs to economize costs and develop systems for greatest impact.
- All partners should communicate to each other and to outside interested parties the important impacts of legal services.
- LSPs and AAAs should work together to identify target population - those in greatest social or economic need, or otherwise vulnerable older adults.
- LSPs and AAAs should work together to identify priority legal issues, using this document and the OAA as a guide, but more specifically delineating priorities for each service area in a given time period.
- LSPs and AAAs should work together with a mutual understanding that, where possible, efforts should be made to focus on priority legal issues as designated in this document and further delineated in each service area.
- LSPs and AAAs should work together to make a positive impact on the lives and well being of disadvantaged or vulnerable older persons by balancing serving many individuals with targeting services to specific populations and focusing on their most critical legal issues.
- LSPs should address all OAA legal services needs

V. TARGET POPULATIONS

The OAA, as amended, specifies that services be targeted to those people in greatest social or economic need, including but not limited to low-income individuals, minorities, rural elders, and those with limited English proficiency. Recognizing that the resources of the OAA are inadequate to meet the legal needs of all older adults, legal assistance services must be targeted to specific populations of older adults.

The target populations shall be determined after consideration of the personal and issue-specific risk factors outlined herein. LSPs and AAAs should collaborate to the greatest extent possible and appropriate to identify what populations are in the greatest social or economic need in their service area. Identified populations will vary from program to program to reflect the needs of the particular geographic locale served by each program. This identification can be achieved through formal or informal legal needs assessments, interviews with other service providers, and input from the targeted client groups.

After identifying appropriate target groups, AAAs and LSPs should again collaborate to the extent possible and appropriate to jointly develop a plan to ensure that legal services are targeted to those populations. In developing plans for targeting of legal services to specific groups of older persons, consideration is to be given to ways the legal assistance program can assist such groups to achieve their desired outcome.

Both identification of target groups and plans for targeting and outreach should be reassessed on a regular basis.

Examples of groups, within the broad categories of those with greatest economic or social need are listed below. This list is not exhaustive, mandatory or in priority order; rather it represents a range of possibilities.

- Homebound or limited mobility
- Residing in long-term care facility
- Without access to transportation
- Living alone with no support or otherwise socially or geographically isolated
- Experiencing chronic health problems
- Abused
- Homeless or at risk of homelessness
- Deaf/Hearing Impaired
- Immigrants
- LGBT
- Limited English Proficiency
- People with physical disabilities
- People with dementia or other mental capacity issues
- Grandparents caring for grandchildren
- Formerly incarcerated

VI. PRIORITY LEGAL ISSUES

AAAs and LSPs shall consider the issue areas listed below in preparing their Area Plans and Requests for Proposals (RFP). However, AAAs and LSPs should work collaboratively to establish specific local priorities. In setting local priorities for legal services, LSPs should work together with AAAs as well as other local stakeholders to identify issues of greatest concern to the service area's identified target population(s). Consumer input, formal or informal needs assessments, review of program data and consideration of other available resources to meet the need are just a few of the methods that can be used to identify local priorities.

Below is a list of substantive legal issues that affect target populations in California and that conform to the requirements of the OAA. Each larger issue is an established priority under the OAA and each sub-issue has been identified as commonly arising in California in the given category. These are not listed in order of priority and the list is not exhaustive.

- Income/Nutrition
 - **SSI**
 - Social Security
 - Pensions/Retirement
 - CalFresh/Supplemental Nutrition Assistance Program (SNAP)
 - Unemployment
- Housing/Utilities
 - Tenant Rights
 - Real Property
 - Utilities
- Long-term Care
 - **SNF**
 - Facility issues
 - Community-based, long-term care services
- Healthcare
 - **MediCal**
 - Medicare
 - Managed care
 - Provider/services access
 - Private/Insurance
- Protective Services/Elder Abuse/Defense against Conservatorship
 - Conservatorship issues (focus on defending older persons against guardianship as called for in the OAA § 321 (a)(6))
 - Restraining Orders
 - Abuse/neglect
 - Exploitation
 - Advanced Planning/Autonomy/advance directives

California Statewide Guidelines for Legal Assistance

Beyond the OAA priority issues listed above, consideration should be given to these issues identified as priorities in California:

- Consumer
 - o Bankruptcy/debt
 - o Contracts/warranties
 - o Scams/identity theft

- Civil Rights
 - o LEP Rights
 - o Discrimination
 - o Immigration

While all of the issues identified above have been identified as common issues throughout California, each service area's priority legal issues will be unique and need not include all of the issues listed. *AAAs and LSPs will jointly establish priorities issues for their service area.* Nothing in these Guidelines shall be construed to require that the LSP provide services in all of these issue areas. LSPs have the discretion to accept special compelling cases in other substantive issue areas not identified above. Also, regardless of the priority issues established by the AAA and LSPs for their area, LSPs can and should consider other factors when deciding whether or not each individual case is appropriate for acceptance. These factors include a client's individual circumstances, the merits of each case, the expertise of the LSP's staff in the type of case, the availability of assistance from complementary service providers and the impact the case might have on the community.

VII. MECHANISMS FOR REACHING TARGETED GROUPS AND ADDRESSING PRIORITY ISSUES

After having jointly identified target populations and priority legal issues, AAAs and LSPs should consider what mechanisms they will use to reach those populations and provide services on those issues. Outreach may involve efforts aimed at targeted seniors or efforts aimed indirectly at seniors via other organizations that serve them. Outreach may also involve education or training. Collaboration between AAAs and LSPs is strongly encouraged in identifying targeting mechanisms and developing strategies. Consultation with other local stakeholders and service providers is also encouraged.

Strategic outreach is the key to implementing the targeting and priority setting goals. Outreach in its broadest sense involves a variety of strategies. A "first-come-first-served" program is the result of unfocused outreach and does not effectively reach targeted client populations. Almost by definition, the most at-risk vulnerable older adults are the most difficult to reach and serve. Only focused outreach will achieve the goal of reaching and serving those groups.

California Statewide Guidelines for Legal Assistance

Successful outreach efforts may include: distribution of information about services to community members, community legal education, developing referral sources among providers and community based organizations who work directly with target groups; including representatives of target groups on advisory boards; participating in groups or organizations for vulnerable adults; using culturally appropriate outreach materials; expanding intake hours and sites; developing additional ways to access services; utilizing media directed to target populations; utilizing bilingual staff; and other strategies to promote access. While outreach efforts, such as community legal education, are aimed at potential legal services clients, outreach may also occur to other organizations and providers. AAAs and LSPs should consider many factors in developing an outreach strategy including time and resources required for different types of outreach, availability of other community resources, both in terms of quantity of resources available and types of services, willingness of other organizations to collaborate, and importance of the target issue or population addressed. For example, some outreach efforts require establishment of relationships and partnerships with other organizations and communities that may be heavily time and resource consuming but will ultimately lead to more appropriately targeted services. Other outreach efforts, while more easily accomplished or perhaps resulting in more clients served, may not succeed in targeting the identified populations or issues. These factors should be considered by AAAs and LSPs in development of outreach strategies.

State and Area Plans are required to include plans for outreach to special target populations. A RFP for Legal Assistance must include a requirement for an outreach plan to such groups. This plan is an important factor to be considered by the AAA in contracting decisions and the contract negotiation process. Outreach plans addressed during the contract negotiation process should not be purely quantitative but rather should consider broader, qualitative impact and effective use of resources based on the specific target populations and issues.

No matter how well suited to a community, for a program to be successful, people must know of its existence, it must be easily accessible, and older people in the community must become aware of the value of legal assistance in protecting their interests and improving their lives.

VIII. PROVIDER ROLES AND RESPONSIBILITIES

A. General Expectations

Legal services providers (LSPs) are expected to deliver high quality, high-impact, cost-effective services designed to address the unmet legal needs of vulnerable older people throughout the relevant PSA. The primary focus of the LSP is to deliver direct legal assistance services.

B. Staff Expectations

1. Each program is expected to provide access, at no cost, to legal assistance by attorneys licensed and in good standing to practice law in the State of California. Law students, paralegals, paralegal interns, attorneys not licensed in California, and lay advocates may provide legal assistance under the direct supervision of a licensed attorney or as otherwise permitted by California law. Each program is required to carry adequate malpractice insurance in accordance with CDA requirements.
2. Program staff are expected to have experience and training or propose a plan for obtaining the necessary training in the priority subject areas of law in which they are providing services.
3. Program advocates are encouraged each year to attend training being provided or sponsored by the State relevant to the subject areas of legal assistance.

C. Other Provider Expectations

The LSPs are expected to:

1. Operate according to the Guidelines as set forth in this document and any amendments thereto.
2. Work collaboratively to reach concurrence with the AAA, on an annual basis (or alternatively just in the 2nd, 3rd, and 4th years of the LSP's contract, i.e., not during the competitive RFP process), on the local legal services needs, issue area priorities and identification of target populations.
3. Assist the State and the AAA in developing and amending a model monitoring tool to ensure consistency in the delivery of legal services and that LSPs are providing priority legal services to meet the local needs of the targeted population groups.
4. Refer clients, as necessary, to other appropriate agencies or organizations for services.

5. Comply with specific requirements of the OAA by doing the following:
 - a. Utilize funds received from the AAA to maintain existing levels of legal services to eligible individuals and, to the extent practicable, assure that legal services furnished will be in addition to any legal services being furnished with funds from other sources. See 42 U.S.C. § 3027(a)(11)(D). Additionally, any voluntary contributions shall be used to expand services and to supplement (not supplant) OAA funds. See 42 U.S.C. § 3030c-2(b)(4)(D).
 - b. Not condition access to the provision of Title 1118 funded legal assistance to any person 60 years of age or older solely on his/her level of income. See 42 U.S.C. § 3030c-2(b)(3). However, a LSP may question the client about financial circumstances as part of the process of providing legal advice, counsel and representation, and also for the purpose of identifying additional financial resources to which the client may be entitled, and to assist in targeting its resources to provide services to clients with greatest social or economic needs. See 45 C.F.R. § 1321.71(e).
 - c. Not deny services to any individual who does not contribute to the cost of the service. See 42 U.S.C. § 3030c-2(b)(3). Clients shall be given an opportunity to voluntarily contribute to the cost of the services they receive. Such opportunity shall be provided in a manner that ensures privacy with respect to contributions. LSPs shall clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary. The method of announcing the opportunity to contribute must not discourage the utilization of the service by the contributor or other potentially eligible individuals.
 - d. Demonstrate the ability to provide legal assistance in the primary language(s) spoken by clients. See 45 C.F.R. § 1321.71 (c)(5).
 - e. Coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program. See 42 U.S.C. § 3027(a)(11)(B).
 - f. Coordinate legal assistance activities with the private Bar including groups within the private Bar furnishing services to older individuals on a pro bona or reduced fee basis. See 42 U.S.C. § 3027(a)(11)(A)(iii).

California Statewide Guidelines for Legal Assistance

6. Establish a written grievance process for disposition of complaints made by or on behalf of older individuals. *See* 22 C.C.R. § 7400(a)(2).
7. Have ready access to relevant legal authorities for all appropriate staff, including relevant federal, state, and local laws, manuals for relevant government programs, and relevant support center manuals.
8. Have in place written procedures for case intake, acceptance and rejection.
9. Develop and follow a protocol and a program policy for referral of fee generating cases consistent with the OAA Regulations. *See* 45 C.F.R. § 1321.71 (g).

D. Coordination with the Long-Term Care Ombudsman Program

The ombudsman program is responsible for advocating and investigating complaints on behalf of the residents of long-term care facilities (LTCFs). In addition, the ombudsman program maintains an ongoing presence at LTCFs, monitors care conditions, and serves as a voice for LTCF residents unable to speak for themselves. Other ombudsman responsibilities include representing the interest of the residents wherever possible, witnessing advanced directives, and educating consumers about residents' rights and good care practices. The ombudsman should maintain strict confidentiality unless resident consent is granted.

The LSP and ombudsman operating within the PSA are expected to develop a Memorandum of Understanding (MOU) which will outline their respective roles and responsibilities, mechanisms for appropriate referral to the LSP and other coordination issues. Sample MOUs can be provided by the State upon request.

1. LSPs will coordinate with state-designated providers of Long-Term Care Ombudsman services by developing and executing a memorandum of understanding 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, LSPs must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may provide legal consultation to the ombudsman program only in instances where there is a civil suit or other legal action involving a LTCF resident and an ombudsman or the program is called as a witness or has been subpoenaed. LSPs shall not provide legal representation to the

California Statewide Guidelines for Legal Assistance

ombudsman program. Representation of the ombudsman program is the responsibility of the State as described below in Section .X.B.4.

E Other Coordination Expectations

1. LSPs are to coordinate with the network of other service providers, including but not limited to other LSPs, HICAP, senior information and assistance, APS, law enforcement, and case management services, within the limits of confidentiality.
2. LSPs and the State are to emphasize improved communication and sharing of knowledge and resources as part of the statewide LSP community for the benefit of all California seniors. This may include regular communication among LSPs via listserv, on phone calls, and at periodic in-person meetings.
5. LSPs and a statewide or regional senior legal hotline, if available, will coordinate services with each other to maximize benefits to clients in keeping with local needs and conditions.

F. Ethical Guidelines for Providers

1. LSPs must maintain confidentiality in accordance with relevant law and professional codes.
2. LSPs must abide by the California Rules of Professional Conduct, the State Bar Act (Cal. Bus. & Prof. Code § 6000, *et seq.*) and any other statutes or canons governing the practice of law or the treatment of confidential information in California.
3. LSPs shall develop and make available to the AAAs and the State Legal Services Developer a program policy on conflicts of interest related to outside employment and client representation.
4. The LSPs that are agencies of a county government are required to provide or refer to an alternate resource for legal assistance where conflict exists between the client and any agency of the county government.
5. LSPs are to exercise all reasonable efforts to avoid conflicts of interest among clients in accordance with the California Rules of Professional Responsibility, and identify alternate sources of legal assistance for clients who cannot be assisted by the provider.
6. LSPs are to make the best effort to clearly identify who is the prospective client and to educate the client or prospective client and other interested parties presenting the client's concerns and aging services communities about the potential conflict.

IX. AREA AGENCY ON AGING ROLES AND RESPONSIBILITIES

A. General Area Agency on Aging Expectations

AAAs are expected to work with the LSPs to provide leadership on all aging issues in their respective planning and service areas. This leadership will extend to overall planning, advocacy, coordination of services, interagency linkages, information sharing, monitoring, evaluation and support. The AAA will ensure that legal assistance services are incorporated into the area's aging network and ensure that the focus of legal assistance services is consistent with agency identified local goals under the approved area plan.

B. Specific Area Agency on Aging Expectations

With respect to legal assistance, the AAAs are expected to:

1. Work collaboratively, on an annual basis (or alternatively just in the 2nd, 3rd, and 4th years of the LSP's contract), to reach concurrence with the LSP on the local legal services needs, issue area priorities and identification of target populations.
2. Assure that LSPs are funded as a priority service and that legal assistance services are available throughout the planning and service area, as resources allow, in accordance with the OAA.
3. Select through a competitive process the LSP(s) best able to demonstrate the experience and capacity to meet the requirements of federal and state laws and regulations, address local concerns, and fulfill these Guidelines.
4. Assure that the primary focus of the LSP is to deliver high quality, high-impact, cost-effective services designed to address the unmet legal needs of vulnerable older people throughout the relevant planning and service area.
5. Develop and maintain, in partnership with the State and LSPs, a model monitoring tool for legal assistance services.
6. Monitor the program annually to assess compliance with Federal and State laws and regulations and contractual requirements, and to ensure consistency with the Guidelines.
7. Ensure that LSPs have a system in place to allow clients to file complaints or grievances about the operation of the legal assistance program, consistent with Section VIII(C)(6) of these Guidelines.

California Statewide Guidelines for Legal Assistance

8. Develop a model Request for Proposals, in partnership with the State Legal Services Developer, consistent with these Guidelines and adapted to each PSA.
9. Consider the quality and not just the quantity of legal services when monitoring and evaluating LSPs and, understand that in certain instances, greater impact can be achieved by serving fewer clients or in fewer hours.

C. Coordination, Training and Support Responsibilities

AAAs will, through the procurement and monitoring processes, ensure that LSPs demonstrate:

1. That staff have sufficient professional skills and receive training each year relevant to the subject areas of legal assistance being provided.
2. That a method exists to ensure coordination with other legal and non-legal service providers, including but not limited to Ombudsman, HICAP, senior information and assistance, APS, law enforcement, and case management services, within the limits of confidentiality.
3. That an outreach plan is developed and implemented.
4. That all relevant staff have reviewed and are apprised of agreed upon priority issue areas, target populations, and targeting mechanisms.

D. Ethics and Confidentiality

AAAs are to recognize and respect that LSPs must abide by the California Rules of Professional Conduct, the State Bar Act (Cal. Bus. & Prof. Code, § 6000, *et seq.*) and any other statutes or canons governing the practice of law or the treatment of confidential information in California. AAAs are to observe and respect attorney-client privilege held by LSPs and their clients. The OAA mandates observation of attorney-client privilege, but it also includes provisions concerning a lawyer's ethical obligations to protect client confidentiality. The legislative history of the act makes clear that this includes any client identifying information. Therefore, AAAs are to respect not just attorney-client privilege but that LSPs have a general ethical duty of confidentiality and may be legally justified in protecting client information.

X. STATE UNIT ON AGING ROLES AND RESPONSIBILITIES

A. General State Expectations

With respect to legal assistance, the State is expected to:

1. Develop an Elder Rights Plan, as a part of the State Plan, which will include and delineate a program to provide leadership for expanding the quality and quantity of legal and advocacy assistance in accordance with the program purposes outlined in Section IV. This function should be done in partnership with the AAAs, LSPs, consumers and other elder rights advocates. The State is to provide for a periodic assessment of the legal and advocacy needs of older individuals with respect to elder rights and unmet needs.
2. Provide a full-time Legal Services Developer and other personnel sufficient to ensure:
 - a. State leadership in securing and maintaining legal rights of older individuals.
 - b. Capacity for coordination of the provision of legal assistance funded under Title 111-8 and other funding sources.
 - c. Technical assistance, training, and supportive functions to AAAs, LSPs, ombudsman, and other appropriate individuals or organizations.
 - d. Regularly convene meetings with AAAs and LSPs.
3. Develop a system for monitoring the quality of legal assistance services, in partnership with the AAAs and LSPs. The monitoring system shall be designed in such a way as to protect the confidentiality of clients. Any monitoring shall take both quantity and quality of service into consideration with an understanding that in certain instances, greater impact can be achieved by serving fewer clients.

8. Other Expectations

1. The State will work with AAAs to develop a model Request for Proposals for adaptation to each area.
2. The State, in conjunction with AAAs and LSPs, will review and update these Guidelines for Legal Services as appropriate and will provide training as needed on the application and implementation of the Guidelines to the AAAs and LSPs.
3. The State will sponsor or provide training annually for LSPs.
4. The State will ensure that legal representation is provided to any representative of the ombudsman program against whom suit or other legal action is brought or threatened to be brought in connection with the performance of the official duties of the ombudsman. See 42 U.S.C. 30589(9).

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND California Indian Legal Services (CILS)
FOR THE PROVISION OF legal assistance SERVICES**

TERM:

FROM: 7/1/2020 **TO:** 6/30/2024

SCHEDULE OF FEES:

Funding from California Department of Aging (CDA) will be used to pay this contract. This is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This contract is a sub-award of the federal award to CDA to County of Inyo (EIN 95-6005445). The CFDA number is 93.044 Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers. These funds are a portion of the County of Inyo allocation.

Pursuant to 2 CFR Part 200-Subpart F, any non-federal entity that expends a combined total of \$750,000 or more per year in federal awards for the purposes of carrying out federal programs must have an annual Single or Program Specific Audit conducted. This funding threshold is aggregate of funds from all federal sources, not just funds coming from any pass-through entity. Sub recipients that meet this threshold are required to submit their annual Single or Program Specific Audit to County.

Pursuant to 2 CFR Part 200-Subpart D, HHS requires sub recipients who do not have an annual Single or Program Specific Audit, to provide their independently audited or reviewed financial statements, or an independent accountant's report of Agreed Upon Procedures applied to the program funded by the sub-award.

An indirect cost rate shall not exceed 15%.

Upon ESAAA's receipt of monthly documentation of services provided and associated invoice, County shall provide monthly payment amounts of \$ 1,667, not to exceed \$ 20,000 annually, for each of the four years in the contract period.

In FY 20/21, an additional \$10,000 is available for CARES activities. A separate invoice for these funds will be submitted.

No specific travel or per diem is provided for in this contract.

Annually, CONTRACTOR shall comply with State fiscal requirements by completing necessary budget and related fiscal documents as requested by HHS fiscal staff. CONTRACTOR shall comply with annual fiscal monitoring by HHS/ESAAA fiscal staff.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND California Indian Legal Services (CILS)**
FOR THE PROVISION OF legal assistance SERVICES

TERM:

FROM: 7/1/2020 **TO:** 06/30/2024

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3727

Inyo County Office of Education FY 23-24 Contract Health & Human Services - Social Services ACTION REQUIRED

ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

ITEM PRESENTED BY

Darcia Blackdeer-Lent, Deputy Director, Aging and Social Services

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and the Inyo County Office of Education for the provision of Stage I Child Care Services, in an amount not to exceed \$170,000.00, for the period of July 1, 2023, through June 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County has successfully contracted and collaborated with the Inyo County Office of Education (ICOE) for the services provided through Child Care Connection for over sixteen years. The Contractor takes referrals for childcare on behalf of parents who are participating in CalWORKs, assists in finding childcare if needed, helps develop high quality childcare, and pays the authorized providers. This program also assists newly employed parents to keep their childcare relationships as long as they are eligible, and then move them to other funding sources as possible. The ICOE is the only agency of this type that is local and is able to manage childcare subsidies. HHS is respectfully recommending your Board approve this contract for FY 2023/2024, which will ensure continued subsidized childcare services for our CalWORKs families.

FISCAL IMPACT:

Funding Source	State and Federal Funds	Budget Unit	055800
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
This is an annual contract.			
Future Fiscal Year Impacts			
N/A			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to support this contract, which would mandate that services be provided within the Health and Human Services department. We do not have sufficient staff to add these tasks and would need to hire two persons to duplicate the services being provided at Child Care Connection. We would also lose the easy integration of funding sources for Child Care Connection for persons using childcare who have increased their earned income and are transitioning out of Stage 1 childcare services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Office of Education, Child Care Connection

ATTACHMENTS:

1. ICOE Stage 1 Contract

APPROVALS:

Tyler Davis	Created/Initiated - 4/26/2023
Darcy Ellis	Approved - 4/27/2023
Darcia Blackdeer-Lent	Approved - 5/2/2023
Marilyn Mann	Approved - 5/3/2023
Anna Scott	Approved - 5/4/2023
Melissa Best-Baker	Approved - 5/6/2023
John Vallejo	Approved - 5/8/2023
Amy Shepherd	Approved - 5/8/2023
Marilyn Mann	Final Approval - 5/9/2023

AGREEMENT BETWEEN COUNTY OF INYO

AND Inyo County Office of Education
FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Stage 1 Child Care services of Inyo County Office of Education of Independence, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2023 to June 30, 2024 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed One Hundred Seventy Thousand Dollars

(\$ 170,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Health and Human Services</u>	Department
<u>PO Drawer A</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Inyo County Office of Education</u>	Name
<u>PO Drawer G</u>	Address
<u>Independence, CA 93526</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND Inyo County Office of Education

FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: 
Signature

Print or Type Name


Barry D Simpson
Print or Type Name

Dated: _____

Dated: 4/26/23

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Office of Education
FOR THE PROVISION OF Stage 1 Child Care SERVICES**

TERM:

FROM: July 1, 2023 **TO:** June 30, 2024

SCOPE OF WORK:

The Inyo County Office of Education (ICOE), known herein as the sub-recipient, shall provide the following childcare services:

1. Fulfill all requirements for the provision of Child Care set forth in AB 1542 (stats, 1997, c.270) and SB-70 and added to the Education Code as Title I, Division I, Part 6, Chapter 2, Article 15.5 (commencing with section 8350), and such guidelines and regulations as set forth in California Code of Regulations, Title 5, Division 1, Chapters 19 and 19.5DSS ACL 97-73 and ACL 11-38, and hereby incorporated in to this agreement by reference, except those duties specifically assigned to local Health and Human Services (HHS) Department in this agreement.
2. Accept Referrals for Child Care from HHS on a daily basis and provide services to families in an expedited manner. HHS and ICOE will agree on a mutually acceptable process for the assurance of eligibility of clients for both services and hours.
3. Designated staff from both agencies shall set up regular meetings to evaluate process and procedures and assure the best service possible to families. These meetings will include mutual education concerning the two agencies.
4. ICOE and the COUNTY will work together to recruit licensed Child Care Providers and to encourage quality improvement in license-exempt child care arrangements.
5. COUNTY will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - o Review of financial and performance reports required by the pass-through entity.
 - o Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - Review of financial and performance reports required by the pass-through entity.
 - Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - Issuing a management decision for audit findings pertaining to the Federal award provide to the subrecipient from the pass-through entity as required by 200.521 Management decision.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Inyo County Office of Education

FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

TERM:

FROM: July 1, 2023

TO: June 30, 2024

SCHEDULE OF FEES:

Funding from Department of Health and Human Services (DHHS) will be used to pay this contract. This is a federal award within the meaning of Title 45, Code of Federal Regulations (CFG), Part 75. This contract is a sub-award of the federal award to California Department of Social Services to County of Inyo (EIN 95-6005445). The CFDA number is 93.558-Temporary Assistance for Needy Families. The County of Inyo allocation for July 1, 2023-June 30, 2024 is estimated to be \$170,000.00.

Pursuant to 2 CFR Part 200—Subpart F, any non-federal entity that expends a combined total of \$750,000 or more per year in federal awards for the purposes of carrying out federal programs must have an annual Single or Program Specific Audit conducted. This funding threshold is the aggregate of funds from all federal sources, not just funds coming from any one pass-through entity. Subrecipients that meet this threshold are required to submit their annual Single or Program Specific Audit to Health and Human Services (HHS).

Pursuant to 2 CFR Part 200 — Subpart D, HHS requires Subrecipients who do not have an annual Single or Program Specific Audit, to provide their independently audited or reviewed financial statements, or an independent accountant's report of Agreed Upon Procedures applied to the program funded by the sub-award.

An indirect cost rate shall not exceed 15%.

1. COUNTY will pay direct cost of the child care services provided. These costs must be invoiced for all children enrolled in Stage 1 Child Care Program and be based upon the services listed in the Scope of Work.
2. COUNTY will pay Administrative/Indirect Costs, which must not be more than 15% of the actual invoiced costs.
3. Notwithstanding Paragraph 3.E. Invoices will be billed monthly on the 20th day of each month.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Office of Education
FOR THE PROVISION OF Stage 1 Child Care **SERVICES****

TERM:

FROM: July 1, 2023

TO: June 30, 2024

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: Insurance Requirements for Child Care Services

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 Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury, sexual abuse and molestation, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Additional Insured Status: Inyo County, 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, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

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 **\$1,000,000** 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 broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Primary Coverage: For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Attachment C: Insurance Requirements for Child Care Services

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Inyo County.

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

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. Contractor's insurance shall be excess of subcontractor's insurance if subcontractor has insurance. Contractor's insurance shall be primary if subcontractor lacks insurance.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies (note - should be applicable only to professional liability, see below)

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

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

Verification of Coverage: Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to

Attachment C: Insurance Requirements for Child Care Services

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

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Attachment C: Insurance Requirements for Child Care Services

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 Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury, sexual abuse and molestation, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Additional Insured Status: Inyo County, 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, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

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 **\$1,000,000** 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 broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Primary Coverage: For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Attachment C: Insurance Requirements for Child Care Services

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Inyo County.

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

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. Contractor's insurance shall be excess of subcontractor's insurance if subcontractor has insurance. Contractor's insurance shall be primary if subcontractor lacks insurance.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies (note – should be applicable only to professional liability, see below)

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

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

Verification of Coverage: Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to

Attachment C: Insurance Requirements for Child Care Services

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

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3728

UC Davis FY 23-24 Contract Health & Human Services - Social Services ACTION REQUIRED

ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

ITEM PRESENTED BY

Darcia Blackdeer-Lent, Deputy Director, Aging and Social Services

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in an amount not to exceed \$118,575.00 for the period of July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024 budget; and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County is part of a training consortium made up of approximately forty small and medium sized counties. The consortium pools State Social Services training funds and has a long-standing relationship with UC Davis Extension to develop and provide targeted training to address the needs of Social Services employees in those counties. UC Davis maintains evidence-based practice research, as well as the most current federal and state laws and regulations to ensure their training programs are relevant, high quality, and up to date. The vast majority of these training courses are provided on-site at one of our local facilities, thus reducing travel costs and time away from the office for employees. This year's contract will provide 30 units (days) of on-site training throughout the fiscal year. This will provide for continued training related to not only our technical Social Services program needs, but also related to professional employee development, management and supervision development and project management, as well as increase our training opportunities for local resource families, formerly referred to as foster parents. We coordinate and mutually share training when feasible, with Mono County Social Services, as well as invite other Inyo County departments to any relevant training.

FISCAL IMPACT:

Funding Source	State and Federal funding and Social Services Realignment	Budget Unit	055800
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
This is an annual contract that is budgeted.			
Future Fiscal Year Impacts			

N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The alternative would be not to enter this training arrangement, which supplies on-site training at no cost to the County General Fund. This contract allows our associates to receive ongoing, specialized training without spending taxpayer's dollars on travel expenses

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

We routinely invite others to the trainings where appropriate: Additional Health and Human Services staff, community partners, and other County departments (past trainings have included staff from Probation, Public Works and Child Support).

ATTACHMENTS:

1. FY 23-24 UC Davis Contract

APPROVALS:

Tyler Davis	Created/Initiated - 4/26/2023
Darcy Ellis	Approved - 4/27/2023
Darcia Blackdeer-Lent	Approved - 5/2/2023
Marilyn Mann	Approved - 5/3/2023
Anna Scott	Approved - 5/4/2023
Melissa Best-Baker	Approved - 5/6/2023
John Vallejo	Approved - 5/8/2023
Amy Shepherd	Approved - 5/8/2023
Marilyn Mann	Final Approval - 5/9/2023

TRAINING SERVICES AGREEMENT
(INYO COUNTY HEALTH AND HUMAN SERVICES)

THIS AGREEMENT (“**Agreement**”) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”), on behalf of its Davis Campus Continuing and Professional Education (the “**CPE**”) and INYO COUNTY HEALTH AND HUMAN SERVICES (“**User**”).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (“**Program**”) and;

WHEREAS, User wishes to obtain major skills training courses for User’s personnel who provide related services in fulfillment of their goals and objectives (“**Exhibit B**”, if applicable)
NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (“**Program**”) as more fully described in “Exhibit A”, attached hereto and incorporated herein (collectively, the “**Services**”). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
 - a. Limit on attendance: No more than thirty (30) persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term: The term of this Agreement shall be from July 1, 2023 and continue through June 30, 2024. All courses must be completed by June 30, 2024.
3. Payment: User shall pay University for Service as set forth in “Exhibit A”, attached hereto and incorporated herein. CPE will provide User thirty (30) days’ written notice of any proposed rate change and an option to amend or terminate the Agreement. User shall pay for Services within

thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.
5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - i. Bodily injury
 1. Per person \$1,000,000
 2. Per accident \$1,000,000
 - ii. Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).
 - e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.
 - f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

- g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.
7. Non-Liability of University:
- a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.
 - b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.
 - c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.
8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.
- a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
 - b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to

limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

- c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
 - d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.
9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.
 11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.
 12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
 13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.
 14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.
16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:
- a. An investment worth \$2,000 or more in User or its affiliate;
 - b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;
 - c. Receipt during the past 12 months of \$500 in income or \$440 in gifts from User or its affiliate; or
 - d. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.
18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and**

prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.” With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (“**CANRA**”). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY
Jennifer Lowery
Program Analyst
Continuing & Professional Education
University of California, Davis
463 California Avenue
Davis, CA 95616
E-mail: jndavis@ucdavis.edu

USER
Tyler Davis
Administrative Secretary
Inyo County
Health and Human Services
1360 N Main Street
Bishop, CA 93514
E-mail: tdavis@inyocounty.us

ADDITIONAL UNIVERSITY
Human Services
Custom Training and Services
Continuing & Professional Education
University of California, Davis
463 California Avenue
Davis, CA 95616
E-mail:
UCDE-CTS@ou.ad3.ucdavis.edu

ADDITIONAL USER
Darcia Blackdeer-Lent
Deputy Director Aging and Social Services
Inyo County
Health and Human Services
1360 N Main Street
Bishop, CA 93514
E-mail: dblackdeerlent@inyocounty.us

21. Attorneys’ Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

- 22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.
- 23. Governing Law: This Agreement shall be construed pursuant to California law.
- 24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.
- 25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.
- 26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

AGREED AND ACCEPTED:

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

**INYO COUNTY
HEALTH AND HUMAN SERVICES**

By: _____

By: _____
(authorized signatory)

UC Davis

Print Name: _____

Date: _____

Date: _____

EXHIBIT A
TRAINING PROGRAM

1. 30.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
 - i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Training Units	CHS Daily Rate		
30.00	\$ 4,250.00	\$127,500.00	Total Contract Amount
		(\$8,925.00)	Less CPE 7% Cost Share
		\$118,575.00	Total Client Contract Share

Exhibit B

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE STATE "N/A" ON THIS EXHIBIT.

N/A



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3729

Community Service Solutions IHSS Registry Sole-Source Contract

Health & Human Services - Social Services

ACTION REQUIRED

ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

ITEM PRESENTED BY

Darcia Blackdeer-Lent, Deputy Director, Aging and Social Services

RECOMMENDED ACTION:

A) declare Community Service Solutions a sole-course provider for IHSS Registry, Employer of Record, and Labor Union Negotiations Service; B) approve the contract between the County of Inyo and Community Service Solutions for the provision of an IHSS Registry and Employer of Record Services in an amount not to exceed \$297,540 for the period of July 1, 2023 through June 30, 2025, contingent upon the Board's adoption of future budgets; and C) authorize chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Per Welfare and Institutions Code 12301.6, a County Board of Supervisors may, at its option, elect to do either of the following:

- (1) Contract with a nonprofit consortium to provide for the delivery of in-home supportive services.
 - (2) Establish, by ordinance, a public authority to provide for the delivery of in-home support services.
- Historically, Inyo County has contracted with a nonprofit consortium to provide for the delivery of in-home supportive services as it relates to the areas of acting as the employer of record, negotiating with the labor union and providing IHSS provider registry functions.

While the majority of counties have an established public authority, small counties such as ours continue to use the nonprofit consortium option. Community Solutions has an office established in Inyo County with an established relationship with both IHSS caregivers and also provides other services. They are the only nonprofit consortium established in the area that provides this service and they have indicated a willingness to continue to provide IHSS services for Inyo County. The contract utilizes the full annual allocation available to the County for the IHSS Public Authority/Non-Profit Consortium Administration function. The Department respectfully requests your Board declare Community Service Solutions a sole source provider and approve the contract as requested.

FISCAL IMPACT:

Funding Source	Non-General Fund (Social Services Realignment)	Budget Unit	055800
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		

Current Fiscal Year Impact

This contract is used to meet the IHSS Maintenance of Effort.

Future Fiscal Year Impacts**Additional Information****ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny this request, which would require the County to establish a Public Authority to ensure we are in compliance with State Requirements.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. 23-25 Community Service Solutions with Signatures

APPROVALS:

Tyler Davis	Created/Initiated - 4/26/2023
Darcy Ellis	Approved - 4/27/2023
Tyler Davis	Approved - 5/17/2023
Darcia Blackdeer-Lent	Approved - 5/17/2023
Marilyn Mann	Approved - 5/17/2023
Melissa Best-Baker	Approved - 5/31/2023
John Vallejo	Approved - 5/31/2023
Amy Shepherd	Approved - 6/1/2023
Marilyn Mann	Final Approval - 6/1/2023

AGREEMENT BETWEEN COUNTY OF INYO

AND Community Service Solutions
FOR THE PROVISION OF IHSS Employer of Record **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the IHSS Employer of Record services of Community Service Solutions of Bishop, 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 Marilyn Mann, whose title is: HHS Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from July 1, 2023 to June 30, 2025 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 Two Hundred Ninety-Seven Thousand, Five Hundred Forty Dollars

(\$ 297,540.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Health and Human Services</u>	Department
<u>1360 N. Main St., Suite 201</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Community Service Solutions</u>	Name
<u>407 W. Line St. #3</u>	Address
<u>Bishop, CA 93514</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Community Service Solutions
FOR THE PROVISION OF IHSS Employer of Record **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: Amanda Philips
Signature

Print or Type Name

Amanda Philips
Print or Type Name

Dated: _____

Dated: 5/25/2023

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Grace Chuchla

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Carol Holmberg
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Community Service Solutions
FOR THE PROVISION OF IHSS Employer of Record **SERVICES****

TERM:

FROM: July 1, 2023 **TO:** June 30, 2025

SCOPE OF WORK:

Please see attached: Attachment A - Scope of Work

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Community Service Solutions

FOR THE PROVISION OF IHSS Employer of Record **SERVICES**

TERM:

FROM: July 1, 2023

TO: June 30, 2025

SCHEDULE OF FEES:

The total cost of services stated in Attachment A for the contract period of July 1, 2023 to June 30, 2025 shall be \$297,540.00. The amounts are as follows:

IHSS PA/NPC Administration

July 1, 2023 - June 30, 2024 = \$142,794.00 to be paid in flat-rate monthly payments in the amount of \$11,899.50

July 1, 2024 - June 30, 2025 = \$142,794.00 to be paid in flat-rate monthly payments in the amount of \$11,899.50

IHSS Advisory Committee

July 1, 2023 - June 30, 2024 = \$5,976.00 to be paid in flat-rate monthly payments in the amount of \$498.00

July 1, 2024 - June 30, 2025 = \$5,976.00 to be paid in flat-rate monthly payments in the amount of \$498.00

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Community Service Solutions
FOR THE PROVISION OF IHSS Employer of Record **SERVICES****

TERM:

FROM: July 1, 2023

TO: June 30, 2025

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2023 Insurance Requirements for Professional Services - General

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
1. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
2. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provided written verification it has no employees.)
3. **Professional Liability:** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.
4. **Abuse/Molestation Liability:** For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. Waived if contractor will not have contact with minors for the execution of the agreement.
5. **Cyber Liability:** **\$1,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement as to maintaining the security of client medical information. Coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expense.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, 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

Attachment C: 2023 Insurance Requirements for Professional Services - General

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, CG 20 26, CG 20 33, or CG 20 38; 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 and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$50,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

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

Attachment C: 2023 Insurance Requirements for Professional Services - General

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-

ATTACHMENT A – SCOPE OF WORK

Contractor will act as the non-profit consortium employer of record for Inyo County In-Home supportive Services (IHSS) providers for the purposes of collective bargaining over wages, hours, and other terms and conditions of employment and other related activities, including, but not limited to:

- Assistance to recipients in finding IHSS providers through establishment and maintenance of a registry.
- Investigations of the qualifications and backgrounds of potential providers.
- A referral system under which IHSS providers shall be referred to recipients.
- Training for providers and recipients.
- Recruitment and outreach for new IHSS recipients throughout the County, including south and southeast communities
- Ensure that the requirements of all relevant laws and regulations are met.
- Maintain office hours for public access Monday through Friday, following the current Holiday Schedule of the County.

More specifically, the Contractor will provide the following:

Labor Negotiations:

1. Provision of all IHSS labor relations activities on behalf of Inyo County including but not limited to acting as spokesperson on behalf of and under the direction of the Inyo County Board of Supervisors, or their designee, in IHSS provider wage and benefit of negotiations; analyses of Union proposals; preparation of counter proposals and provision of negotiations of final proposals; report regularly to the Health and Human Services (HHS) Director and to the County Administrative Officer (CAO) and/or their designees on the status of negotiations.
2. Analysis, interpretation and explanation of provisions of labor agreements, labor law and governing entity policies and procedures regarding labor relations.
3. Provision of advice and consultation on all matters relating to IHSS labor negotiations.
4. Obtaining and analyzing salary and other compensation information from comparable agencies.
5. Calculation of anticipated cost impact to the county to implement any recommended changes in salary and benefits, as well as impact of non-economic changes in terms and conditions of employment.
6. Presentation of a recommended IHSS labor contract to the Inyo County Board of Supervisors.
7. Preparation and presentation of the case in any administrative hearings in matters such as grievances, complaints and disciplinary actions as it relates to IHSS provider rights.
8. As directed by the CAO or HHS Director, Contractor will perform research relating to labor relations and human resource matters.
9. Contractor shall review and analyze proposed legislation, relevant to IHSS, to determine the effect on county operations, finances and labor relations/human resources.

Public Authority/Nonprofit Consortium (PS/NPC) Administrative Rate

Contractor will develop and obtain a PA/NPC administrative rate for approval by the Inyo County Board

of Supervisors and the California Department of Social Services annually or as necessary, in consultation with the Health & Human Services Director or their designee. The rate will allow Inyo County to charge PA/NPC administrative costs to the State through the county claiming process.

Provider Registry

1. Contractor will maintain a registry of IHSS providers, with current status, contact information, and availability as back-up provider.
2. Contractor will provide assistance to recipients in finding a provider(s) on the IHSS registry. Recipients shall maintain the right to interview, hire, supervise, and fire their provider(s)
3. Contractor will be responsible for conducting all provider enrollment activities, including securing a criminal background check of each applicant to the provider registry.
4. Contractor will be authorized to utilize the Case Management, Payrolling, and Information System (CMIPS) for all necessary provider-related activities, such as provider enrollment and assignment and/or termination of providers to/from recipient cases.
5. Contractor will conduct mandatory training for providers and recipients, as directed by State law. This includes but is not limited to:
 - a. Eligibility requirements of IHSS providers
 - b. Rules, regulations, and provider-related processes and procedures, including timesheets
 - c. Consequences of committing fraud in the IHSS program
 - d. How to report suspected fraud or abuse in the provision or receipt of IHSS services
 - e. Laws regarding minimum wage and overtime pay, including paid travel time and wait time
 - f. Other required training pursuant to State and Federal law.
6. Contractor will provide ongoing assistance and conduct voluntary trainings for providers and recipients as needed, due to identification of local trends or potential issues, or in consultation with the Director of Social Services.
7. Contractor will routinely recruit applicants to the provider registry through print and web-based media, including, but not limited to flyers on community bulletin boards, newspapers, job websites, and local social media sites.
8. Contractor will create and maintain a website for Inyo County IHSS providers and recipients with information pertaining to the IHSS program. This includes but is not limited to:
 - a. Program regulations
 - b. Training videos
 - c. Program forms
 - d. Other useful resources.
9. Contractor will consult with the HHS Director or their designee and IHSS staff for input on website content.
10. Contractor will create and distribute a quarterly newsletter to all Inyo County IHSS providers and recipients with current news, legislative and/or program updates, training opportunities, and other pertinent updates.

Bilingual Access

Contractor will ensure Spanish speaking IHSS providers and recipients have equal access to training and program supports. Recruitment of providers will be in English and Spanish.

Employer of Record

1. Contractor will assist IHSS Providers with timesheets, payroll-related questions, employment and earnings verifications and Workers Compensation paperwork.
2. Contractor will assist outside agencies with employment and earnings verifications requests. Outside agency requests may come from, but are not limited to:
 - a. Workers Compensation
 - b. District Attorney
 - c. Welfare Departments
 - d. State and Federal Agencies

Timesheets

1. Contractor will assist current and new providers and recipients/consumers with registering for electronic or telephonic timesheets.
2. Contractor will provide on-going assistance for both providers and recipients/consumers with timesheet questions and needs.

Coordination with the County of Inyo

1. Contractor will regularly and on an on-going basis solicit input from the HHS Director, appropriate HHS division leads, supervisors, staff and consumers regarding provider training and the registry.
2. Contractor will remain in regular contact with the CAO and/or his designee with regard to labor negotiations and County policies with respect to wages and benefits.
3. Contractor will not act independently in authorizing wages, benefits, or policy. All decisions on wages, benefits, or policy will be authorized by the CAO before being presented by the Contractor.
4. Contractor will regularly brief the CAO and/or his designee on labor negotiations, rationale behind wages, benefits or policy strategy negotiations, and any proposed policy changes.
5. Contractor will maintain current knowledge of applicable IHSS regulations and guidance; review IHSS program updates, letters, and notices from the California Department of Social Services ; and coordinate with appropriate HHS managers, supervisors, staff and consumers regarding implementation of applicable changes and establishment of best practices and recommend policy and procedure changes to ensure compliance.

IHSS Advisory Committee

1. Contractor will administer the Inyo County IHSS Advisory Committee, to include:
 - a. Scheduling meetings
 - b. Preparing and distributing agendas and minutes
 - c. Presenting current issues and topics relating to the IHSS program
3. Contractor will recruit members for IHSS Advisory Committee in consultation with the Inyo County Clerk of the Board of Supervisors. Members shall be appointed by the Inyo County Board of Supervisors.
4. The Advisory Committee shall provide ongoing advice and recommendations regarding the IHSS program to the Inyo County Board of Supervisors.

SCOPE OF WORK

Contractor will serve as the Nonprofit Consortium (NPC) Employer of Record for In-Home Supportive Service (IHSS) providers in Mono County, providing the following services:

1. Labor Negotiations

- a. Contractor will act as spokesperson on behalf of and under the direction of the Mono County Chief Administrative Officer (CAO), or Designee, in all IHSS contract negotiations, including wages, hours, and other conditions of employment. Contractor will not act independently in authorizing wages, benefits, or policy. All decisions on wages, benefits, or policy will be authorized by the CAO before being presented by the Contractor.
- b. Contractor will analyze union proposals, prepare counter proposals, and negotiate final proposals. Contractor will continually report to CAO and Director of Social Services on status of labor negotiations.
- c. Contractor will analyze, interpret, and explain provisions of labor agreements, labor law, and governing entity policies and procedures regarding labor relations.
- d. Contractor will provide advice and consultation on all matters relating to employment conditions and employer-employee relations as they uniquely relate to the IHSS program.
- e. Contractor will obtain and analyze salary and compensation information from comparable agencies/counties.
- f. Contractor will calculate the anticipated cost impact to Mono County to implement recommended changes in salary and benefits, as well as the impact of non-economic changes in terms and conditions of employment.
- g. Contractor will represent the negotiating team in presenting the complete IHSS labor contract to the Mono County Board of Supervisors.
- h. Contractor will review proposed IHSS legislation and analyze the potential effect on county operations, finances, and labor relations.

2. Provider Registry

- a. Contractor will maintain a registry of IHSS providers, with current status, contact information, and availability as back-up provider.
- b. Contractor will provide assistance to recipients in finding a provider(s) on the IHSS registry. Recipients shall maintain the right to interview, hire, supervise, and fire their provider(s).
- c. Contractor will be responsible for conducting all provider enrollment activities, including securing a criminal background check of each applicant to the provider registry.
- d. Contractor will be authorized to utilize the Case Management, Payrolling, and Information System (CMIPS) for all necessary provider-related activities, such as provider enrollment and assignment and/or termination of providers to/from recipient cases.
- e. Contractor will conduct mandatory training for providers and recipients, as directed by State law. This includes but is not limited to eligibility requirements of IHSS providers; rules, regulations, and provider-related processes and procedures, including timesheets; consequences of committing fraud in the IHSS program; how to report suspected fraud or abuse in the provision or receipt of IHSS services; laws regarding minimum wage and overtime pay, including paid travel time and wait time; and other required training pursuant to State and Federal law.

- f. Contractor will provide ongoing assistance and conduct voluntary trainings for providers and recipients as needed, due to identification of local trends or potential issues, or in consultation with the Director of Social Services.
 - g. Contractor will routinely recruit applicants to the provider registry through print and web-based media, including, but not limited to flyers on community bulletin boards, newspapers, job websites, and local social media sites.
 - h. Contractor will create and maintain a website for Mono County IHSS providers and recipients with information pertaining to the IHSS program, including program regulations; training videos; program forms; and other useful resources. Contractor will consult with the Director of Social Services and IHSS staff for input on website content.
 - i. Contractor will create and distribute a quarterly newsletter to all Mono County IHSS providers and recipients with current news, legislative and/or program updates, training opportunities, and other pertinent updates.
3. Bilingual Access
- a. Contractor will ensure Spanish speaking IHSS providers and recipients have equal access to training and program supports. Recruitment of providers will be in English and Spanish.
4. Public Authority/Nonprofit Consortium (PA/NPC) Administrative Rate
- a. Contractor will develop and obtain a PA/NPC administrative rate for approval by the Mono County Board of Supervisors and the California Department of Social Services annually or as necessary, in consultation with the Director of Social Services. The rate will allow Mono County to charge PA/NPC administrative costs to the State through the county claiming process.
5. Coordination with Mono County Department of Social Services
- a. Contractor will routinely solicit input from the Director of Social Services, IHSS supervisor, staff, and consumers regarding provider/recipient training and the provider registry.
 - b. Contractor will review IHSS program updates, letters, and notices from the California Department of Social Services for potential impact on IHSS programs and activities and recommend policy and procedure changes to ensure compliance.
6. IHSS Advisory Committee
- a. Contractor will administer the Mono County IHSS Advisory Committee, to include scheduling meetings; preparing and distributing agendas and minutes; and presenting current issues and topics relating to the IHSS program.
 - b. Contractor will recruit members for IHSS Advisory Committee in consultation with the Mono County Clerk of the Board of Supervisors. Members shall be appointed by the Mono County Board of Supervisors.
 - c. The Advisory Committee shall provide ongoing advice and recommendations regarding the IHSS program to the Mono County Board of Supervisors.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3782

Appointments to Emergency Medical Care Committee (EMCC) Health & Human Services - EMCC ACTION REQUIRED

ITEM SUBMITTED BY

Marilyn Mann, HHS Director

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

Appoint Kurt Dye to represent Coast2Coast Public Safety and Chelsea Benbrook to represent Olancho-Cartago Fire Department during unexpired terms ending December 31, 2023 on the Emergency Medical Care Committee.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Emergency Medical Care Committee (EMCC) was established to review and report on ambulance service operations, the available emergency medical care, and the first-aid practices in Inyo County. EMCC is comprised of 13 members: 10 are designated by the member agencies and there are three at-large members. According to the EMCC by-laws, representatives from the member agencies are required to submit notification of their desire to represent the agency and your Board makes the final appointment.

Currently, the two (2) EMCC positions have become vacant. The Olancho-Cartago Fire Department position became vacant when the fire chief, Charles Abbott, retired. The new chief, Chelsea Benbrook, has notified the department that she will be replacing Mr. Abbott on the EMCC. The second position is the one held by Judd Symons, which became vacant once Symons Ambulance Service discontinued services to the area on April 22, 2023. Coast2Coast Public Safety has a contract with the County to provide EMS service to the Bishop operating area on a non-exclusive basis effective April 23, 2023. Coast2Coast has designated Kurt Dye to represent them on the EMCC. Both Ms. Benbrook and Mr. Dye will be filling unexpired terms that end on December 31, 2023. The Department respectfully requests your Board appoint Chelsea Benbrook and Kurt Dye to the unexpired terms ending December 31, 2023.

FISCAL IMPACT:

NA

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Should the appointments not be approved, the EMCC would have 2 vacant agency-represented positions.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Bishop Fire Department, Sierra Life Flight, Coast2Coast Public Safety, Northern Inyo Hospital District, ICEMA, Big Pine Volunteer Fire Department, Inyo Fire Protection District, Independence Volunteer Fire Department, Olancho-Cartago Volunteer Fire Department, Lone Pine Volunteer Fire Department, and Southern Inyo Hospital District.

ATTACHMENTS:

APPROVALS:

Marilyn Mann	Created/Initiated - 5/9/2023
Darcy Ellis	Approved - 5/9/2023
Marilyn Mann	Final Approval - 5/10/2023



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3808

Amendment A01 to Contract between County of Inyo and the California Department of Public Health for Woman, Infants and Children (WIC)

Health & Human Services - Health/Prevention

ACTION REQUIRED

ITEM SUBMITTED BY

Sarah Downard, Prevention Program Manager

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

Approve Amendment No. A01 to the contract between the County of Inyo Department of Health and Human Services and the California Department of Public Health for the California Women, Infants, and Children Contract, revising contract exhibits B and G, for the period of October 1, 2022 through September 30, 2025, and authorize the HHS Director to sign Standard Agreement No. 22-10253 Amendment A01.

BACKGROUND / SUMMARY / JUSTIFICATION:

This program provides administrative management and program implementation of WIC services for Inyo County. This is a federally funded program administered by the California Department of Public Health, designed to provide supplemental nutritious foods to mothers during pregnancy and infants and young children during early growth and development. This program is part of a coordinated effort to protect the health of mothers and children through planned programs of nutrition education, periodic examinations and preventive services.

The contract is a four-year contract with the California Department of Public Health, although the funding is federal dollars passed through the State from the United States, Department of Agriculture (USDA).

This amendment is updating language in Exhibit B: Budget details and payment provisions and Exhibit G: Information privacy and security requirements.

FISCAL IMPACT:

Funding Source	Grant Funded (California Department of Public Health)	Budget Unit	641922/641923
Budgeted?	Yes	Object Code	4498
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
No change in allocation amount.			

Future Fiscal Year Impacts
No change in allocation amount.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the amendment, which could impact continued services under the existing contract.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

The program works cooperatively with other Health and Human Services Programs such as Public Health, First Five, as well as Toiyabe Indian Health Project and other Community organizations.

ATTACHMENTS:

1. Contract Signature Letter
2. CDPH Contract Amendment A01
3. Contract Exhibits

APPROVALS:

Sarah Downard	Created/Initiated - 5/18/2023
Sarah Downard	Approved - 5/18/2023
Darcy Ellis	Approved - 5/18/2023
Stephanie Tanksley	Approved - 5/18/2023
Melissa Best-Baker	Approved - 5/31/2023
Marilyn Mann	Approved - 6/1/2023
John Vallejo	Approved - 6/1/2023
Amy Shepherd	Approved - 6/1/2023
Marilyn Mann	Final Approval - 6/1/2023



TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

Date: April 11, 2023

TO: County of Inyo

FROM: California Department of Public Health (CDPH)

SUBJECT: Contract # 22-10253 A01

Please find the above-referenced Contract Agreement between the California Department of Public Health and County of Inyo, attached for your review and signature.

IMPORTANT: The Agreement is an Adobe Acrobat PDF document with "READ ONLY" attributes. Please do not alter this Agreement for any reason. If you encounter any problems or find that a correction is needed, please contact your Contract Manager immediately.

To approve this Agreement, submit one (1) electronic copy (**do not mail in hard copies**) of each document listed below to the following mailbox: LocalContracts@cdph.ca.gov. Please title the email Subject line: Signed Agreement for 22-10253 A01 (Inyo).

- One (1) signed copy of the Standard Agreement - Amendment (STD 213A). This document can be signed electronically or physically signed, scanned and returned via email.
- One (1) signed copy of the Board Resolution/Order/Motion, ordinance or other similar document authorizing execution of the Agreement and any signatory designees.
- One (1) signed copy of the Contractor's current insurance policy certificates and endorsements.

In an effort to expedite this Contract Agreement through the approval process, we request that the items listed above be returned no later than **three weeks from the date of this letter**, in order to avoid disruption in services. Failure to sign and submit the required forms by the date indicated will result in delayed approval of your Agreement.

Please contact your Contract Manager if you have any questions or will need additional time to return the signed documents.



CDPH Women, Infants and Children (WIC) Division
3901 Lennane Drive, MS 8600, Sacramento, CA 95834
P.O. Box 997375, MS 8600, Sacramento, CA 95899-7375
(916) 928-8500 | www.wicworks.ca.gov



Thank you,

Local Agency Contracts Unit

Attachments

CONFIDENTIALITY NOTICE: This communication along with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER

22-10253

AMENDMENT NUMBER

A01

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

October 1, 2022

THROUGH END DATE

September 30, 2025

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

\$ 1,342,437.00 One Million Three Hundred Forty-Two Thousand Four Hundred Thirty-Seven Dollars

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

- I. This amendment replaces Exhibit B, Budget Detail and Payment Provisions and Exhibit G, Information Privacy and Security Requirements (For CDPH WIC Contracts) in their entirety.

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

County of Inyo

CONTRACTOR BUSINESS ADDRESS

P.O. Drawer H

CITY

Independence

STATE

CA

ZIP

93526

PRINTED NAME OF PERSON SIGNING

Marilyn Mann

TITLE

Director, Department of Health & Human Services

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Joseph Torrez

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

II. Exhibit A, Scope of Work, Provision 8.12) has been revised to include the following:

e) Continuous Time Reporting - Books for Kids Program (if applicable)

The Contractor shall adhere to all fiscal procedures required for Books for Kids restricted funds and keep continuous time reports for all dual funded positions performing Books for Kids related duties as outlined in Exhibit A, Provision 8.26).

III. Exhibit A, Scope of Work, Provision 8 has been revised to include the following:

26) Books for Kids Program (only applies to the Contractor that receives funds for this project)

The Contractor will assure that the funding is spent on books for WIC participants 0-5 years old. Local agencies may subcontract the activity to another entity to purchase and distribute books for eligible WIC participants only. When subcontracting to another entity, data must be obtained and made available, that identifies the number of WIC participants who receive the books and the number of books distributed by language.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the CDPH/WIC Division for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the CDPH/WIC Division agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line-Item Shift amounts specified in Attachment I, of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted electronically bi-weekly, monthly, or quarterly, not more frequently than bi-weekly in arrears to the assigned CDPH/WIC Division Contract Manager listed in Exhibit A, Scope of Work, Provision 4.
- D. The CDPH/WIC Division, at its discretion, may designate an alternate invoice submission process. A change in the invoice process shall be accomplished via a written notice to the Contractor by the CDPH/WIC Division and shall not require an amendment to this agreement.
- E. Invoices shall:
 - 1) Be prepared on the Invoice Workbook provided by the CDPH/WIC Division and accompany any/all required fiscal documentation.
 - 2) Invoices must be submitted to the CDPH/WIC Division electronically only. Hard copies are not required.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by the CDPH/WIC Division.
- F. Amounts Payable
The amounts payable under this Agreement shall not exceed:
\$ 1,342,437.00 for the budget period of 10/01/2022 through 09/30/2025.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the CDPH/WIC Division shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CDPH/WIC Division shall have the option to either cancel this Agreement with no liability occurring to the CDPH/WIC Division or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

- A. Final undisputed invoice(s) shall be submitted for payment no more than 45 calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed upon in writing by the CDPH/WIC Division. Said invoice(s) should be clearly marked "Final Invoice", indicating that all payment obligations of the CDPH/WIC Division under this Agreement have ceased and that no further payments are due or outstanding. The CDPH/WIC Division may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval from the CDPH/WIC Division of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the CDPH/WIC Division, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit H)**" at the end of the Contract Term.

5. Allowable Line-Item Shifts

- A. Subject to the prior review and approval of the CDPH/WIC Division, line-item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred forty-two thousand two hundred dollars (\$142,200) annually are allowed, so long as the annual agreement total neither increases nor decreases.
- B. The \$142,200 maximum limit shall be assessed annually and automatically adjusted by the CDPH/WIC Division in accordance with the cost-of-living index. Said adjustments shall not require a formal amendment. The CDPH/WIC Division shall annually inform the Contractor in writing of the adjusted maximum total based on the California cost-of-living index rate as identified in the following link: <https://worldpopulationreview.com/state-rankings/cost-of-living-index-by-state>. Adjusted maximum amount will be reflected on any formal amendment thereafter.
- C. The Contractor shall adhere to CDPH/WIC Division requirements regarding the process requesting approval of line-item shifts.
- D. Line-item shifts may be proposed/requested by either the CDPH/WIC Division or the Contractor.

6. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the CDPH/WIC Division, shall not be deemed evidence of allowable agreement costs.
- B. The Contractor shall maintain for review and audit, and supply to the CDPH/WIC Division upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the CDPH/WIC Division because the invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by the CDPH/WIC Division. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Exhibit B
Budget Detail and Payment Provisions

7. Recovery of Overpayments

- A. The Contractor agrees that claims based upon the terms of this Agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the CDPH/WIC Division by one of the following options:
 - 1) The Contractor's remittance to the CDPH/WIC Division of the full amount of the audit exception within 30 days following the CDPH/WIC Division's request for repayment.
 - 2) A repayment schedule agreeable between the CDPH/WIC Division and the Contractor.
- B. The CDPH/WIC Division reserves the right to select which option, as indicated above in paragraph A, will be employed and the Contractor will be notified by the CDPH/WIC Division, in writing, of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after the Contractor's receipt of the CDPH/WIC Division's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, the Contractor shall repay, to the CDPH/WIC Division, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of the CDPH/WIC Division's notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR). If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH/WIC Division. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation. See CalHR website:
<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

9. Additional Invoicing Requirements

- A. The Contractor shall request reimbursement using an Invoice Workbook provided by the CDPH/WIC Division for allowable WIC Program costs incurred. Invoices submitted in any other form will not be accepted.
- B. The Contractor shall document its Nutrition Services Administration (NSA) operating expenses for each billing period on the NSA Operating Expenses Workbook provided by the CDPH/WIC Division.
- C. Invoices shall be signed by the Contractor's preparer of the invoice, and the Agency Director or its authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead, shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the invoice.

Exhibit B
Budget Detail and Payment Provisions

- D. The Contractor shall submit one (1) electronic invoice on a bi-weekly, monthly or quarterly basis. Once the frequency of submission is established, the frequency may not change unless an alternate period has been requested, and written approval is provided by the CDPH/WIC Division.
- E. Invoices shall be submitted for payment no more than 45 calendar days following the close of each billing period.
- F. The Contractor shall submit the following with each invoice packet:
- 1) The signed completed invoice
 - 2) The corresponding NSA Operating Expenses Worksheet
 - 3) The NSA Operating Expenses Master Summary Worksheet
- G. The CDPH/WIC Division reserves the right to deny, disallow, or claim-cut any charges for non-compliance on any outstanding invoice. If payment of an invoice is denied, the invoice packet will be returned to the Contractor, along with a Dispute Notification. The Contractor shall return the corrected invoice packet to the CDPH/WIC Division within five (5) business days. Upon receipt of a corrected invoice packet, the CDPH/WIC Division has 45 days from the date of receipt to review and process for payment.
- H. Year-End Requirements:
- 1) If applicable, the Contractor shall submit a complete and accurate list of Unliquidated Obligations (ULOs) following the end of each FFY of this Agreement by November 15th, using the ULO Worksheet provided by the CDPH/WIC Division. All obligations must be liquidated and request for reimbursement included on the final Year-End Supplemental Invoice.
 - 2) If applicable, the Contractor shall submit a final Year-End Supplemental Invoice no later than December 1st, following the end of each FFY of this Agreement. The CDPH/WIC Division may, at its discretion, choose not to honor requests for an extension to the deadline for the final Year-End Supplemental Invoice.
 - 3) Farmers' Market Nutrition Program (FMNP) Expenses: Contractors receiving FMNP funds are required to bill for FMNP expenses by the end of each FFY of this Agreement. Refer to the FMNP Allowable Costs: <https://www.fns.usda.gov/fmnp/wic-and-wic-fmnp-cost-allocation>.
 - 4) The Contractor shall submit a completed copy of the RAE packet no later than December 15th, following the end of each FFY of this Agreement, using the RAE Workbook provided by the CDPH/WIC Division. The Contractor shall refer to the Exhibit A, Scope of Work, Provision 8.13 for more details on the RAE requirements.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

This Information Privacy and Security Requirements Exhibit (For CDPH WIC Contracts) (“Exhibit”) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (“CDPH”), pursuant to Contractor’s agreement with CDPH. Such personal and confidential information is referred to herein collectively as “CDPH PCI”.

CDPH administers the California Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program) pursuant to a grant from the United States Department of Agriculture (USDA), pursuant to the Child Nutrition Act of 1966, title 42 of the United States Code (U.S.C.), Section 1786 (Public law 89-645, Section 17), as amended, and in accordance with governing administration of grants (2 CFR part 200, subparts A through F and USDA implementing regulations 2 CFR part 400 and part 415); governing non-procurement debarment/suspension (2 CFR part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension and USDA implementing regulations 2 CFR part 417); governing restrictions on lobbying (2 CFR part 200, subpart E and USDA implementing regulations 2 CFR part 400, part 415, and part 418); and governing the drug-free workplace requirements (2 CFR part 182, Government-wide Requirements for Drug-Free Workplace); FNS guidelines; and, instructions issued under the FNS Directives Management System.

CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor’s agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants. The Contractor may enter into a data sharing agreement for CDPH PCI only when permitted under State and Federal laws and authorized in writing by the CDPH WIC Program. If the Contractor chooses to enter into a data sharing agreement, it shall be the Contractor’s sole responsibility to incorporate all relevant provisions of this Exhibit into any data sharing agreement(s) the Contractor may execute.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach: “Breach” means:
 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of “breach of the security of the system” set forth in California Civil Code section 1798.29(f).

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

- B. Confidential Information: “Confidential information” means:
1. any information about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i);
 2. any information about a [WIC] vendor (whether it is obtained from the vendor or another source) that individually identifies the vendor, except for vendor's name, address, telephone number, Web site/e-mail address, store type, and authorization status as set forth in 7 Code of Federal Regulations part 246.26(e);
 3. any information that does not meet the definition of “public records” set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 4. any information that is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by CDPH.
- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein).
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. is about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i); or
 4. is about a [WIC] vendor (whether it is obtained from the vendor or another source) that individually identifies the vendor, except for vendor's name, address, telephone number, Web site/e-mail address, store type, and authorization status as set forth in 7 Code of Federal Regulations part 246.26(e); or
 5. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a); or
 6. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

7. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
8. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
9. is protected from disclosure under applicable State or Federal law.

F. Security Incident: “Security Incident” means:

1. an attempted breach; or
2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not grant access or disclose CDPH PCI to any employees, agents, and subcontractors unless CDPH WIC has determined those individuals have a need to know the CDPH PCI in order to perform Contractor’s obligations under its agreement with CDPH WIC. The Contractor shall not access or disclose any CDPH PCI to anyone other than personnel of the CDPH WIC Program or CDPH OLS without prior written authorization from the CDPH WIC Program, except if disclosure is required by State or Federal law. All disclosures must be limited to the minimum necessary, to the extent practicable, and must comply with the requirements set forth in State and Federal law, including but not limited to Civil Code 1798 et seq. (the California Information Practices Act) and 7 Code of Federal Regulations part 246.26.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor’s obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor’s control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor’s operations and the nature and scope of its activities in performing its

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
 - C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone and email** upon the discovery of a breach (as defined in this Exhibit), and **within twenty-four (24) hours by email** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;
2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them;
3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;
4. a description of the probable and proximate causes of the breach or security incident; and
5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

**Exhibit G
 Information Privacy and Security Requirements
 (For CDPH WIC Contracts)**

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer	CDPH OLS Contact for Third Party Information Requests
See Scope of Work for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor, Suite 500 Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413 MS6302 Sacramento, CA 95899-7413 Email: ICDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016	Assistant Chief Counsel, Public Health Programs Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Telephone: (916) 558-1710

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH OLS all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

Contractor and its employees, agents, or subcontractors shall transmit in writing to CDPH Office of Legal Services all requests for disclosure of CDPH PCI from parties other than CDPH WIC within one business day.

Subpoena, search warrant, or other litigation involved requests: **In the event that a subpoena, search warrant, or other litigation involved request for CDPH PCI is received by the Contractor, the Contractor shall immediately notify the CDPH Office of Legal Services contact by telephone call** in order to allow CDPH WIC to follow the procedures and restrictions imposed by 7 Code of Federal Regulations part 246.26(i). CDPH shall be the party with sole authority to determine whether any, and specifically what, information may be produced.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

- XIV. Audits, Inspection and Enforcement: CDPH, USDA, or representatives of the Comptroller General of the United States may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor shall retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law. Pursuant to 7 C.F.R. part 246.25(a)(2), if records related to the agreement between Contractor and CDPH, including CDPH PCI, is not returned to CDPH upon the termination of the agreement, all records shall be retained for a minimum of three years. If any litigation, claim, negotiation, audit or other action involving the CDPH PCI shared under this agreement has commenced before the end of the three-year period, the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later. If USDA or any unit thereof deems any of the CDPH PCIs to be of historical interest, it may require the Contractor to forward such records to USDA or any unit thereof whenever the Contractor is disposing of them.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.
- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII, XI, and XIII of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

Attachment 1
Contractor Data Security Standards

I. Personnel Controls

- A. *Workforce Members Training and Confidentiality.*** Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.
- B. *Workforce Members Discipline.*** Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.
- C. *Workforce Member Assessment.*** Before being permitted access to CDPH PCI, Contractor must assure there is no indication workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Encryption.*** All desktop computers, mobile computing devices, and portable electronic storage media that processes or stores CDPH PCI must be encrypted using a FIPS 140-2 certified 128 bit or higher algorithm. The encryption solution must be full disk unless approved by the CDPH Information Security Office (ISO) and Privacy Office (PO). FIPS 140-2 certified 128 bit or higher algorithm end-to-end, individual file encryption, or ISO approved compensating security controls, shall be used to protect CDPH PCI transmitted or accessed outside the Contractor's secure internal network (e.g., email, remote access, file transfer, internet/website communication tools).
- B. *Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.
- D. *Antivirus software.*** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take actions against system or device attacks, anomalies, and suspicious or inappropriate activities.
- E. *Patch Management.*** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of

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publication or availability of [WIC] vendor supplied patch; “High” severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.

- F. *User Identification and Access Control.*** All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. The unique ID may be passwords, physical authenticators, or biometrics, or in the case of multi-factor authentication, some combination thereof. Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID’s must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.
- G. *CDPH PCI Destruction.*** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor’s systems and facilities using the appropriate guidelines for each media type as described in the prevailing “National Institute of Standards and Technology – Special Publication 800-88” – “Media Sanitization Decision Matrix.”
- H. *System Inactivity Timeout.*** Contractor’s computing devices holding, or processing CDPH PCI must be configured to automatically log-off an authenticated user or lock the device in a manner where the user must reauthenticate the user session after no more than twenty (20) minutes of user inactivity.
- I. *Warning Banners.*** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.
- J. *System Logging.*** Contractor shall ensure the information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for three (3) years after event occurrence. There must also be a documented and routine procedure in place to review system logs for unauthorized access.
- K. *Intrusion Detection.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

- A. *System Security Review.*** Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

- B. *Change Control.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

- A. *Emergency Mode Operation Plan.*** Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.
- B. *CDPH PCI Backup Plan.*** Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

- A. *Supervision of CDPH PCI.*** CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.
- B. *Escorting Visitors.*** Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.
- C. *Removal of CDPH PCI.*** CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.
- D. *Faxing and Printing.*** Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.
- E. *Mailing.*** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3785

Agreement with State of California Business, Consumer Services and Housing Agency for HHAP 4 Funding Health & Human Services ACTION REQUIRED

ITEM SUBMITTED BY

Anna Scott, HHS Deputy Director - Public Health

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and the Business, Consumer Services and Housing Agency (BCSH) of the State of California Department of General Services for the provision of Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP 4) in an amount not to exceed \$360,701.40 for the period commencing upon BCSH approval of agreement through December 31, 2027, and authorize the HHS Director to sign the standard agreement (STD 213), initial designated pages of Exhibits A-F, and sign and submit the HHAP 4 Remainder Disbursement Request for Funds Form.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Homeless Housing, Assistance, and Prevention Program (HHAP) was established in the FY 2019-2020 State budget as a one-time block grant. HHAP was designed to provide jurisdictions with one-time grant funding to support regional coordination, as well as to expand and/or develop regional capacity to address homelessness challenges. There are four rounds of HHAP funding available to local jurisdictions through an application and allocation award process. Funds must be expended on evidence-based solutions that address and prevent homelessness among eligible populations. Authorized expenditures include rental assistance/rapid rehousing operating subsidies for supportive housing units, shelters, and navigation centers; landlord incentives; outreach and coordination; systems support for activities needed to create regional partnerships and maintain homeless and housing services; delivery of permanent housing and innovative housing solutions such as hotel/motel conversions; prevention and shelter diversion; and new navigation centers and emergency shelters.

Eligible applicants include large cities and counties with funding allocations based, in part, on the homeless census as determined through the point-in-time count. Continuum of Care (CoC) access to funds is affected through the application of the CoC's collaborative applicant, the CoC administrative entity. Inyo County is part of the Eastern Sierra Continuum of Care (ESCoC), CA-530, which includes Inyo, Mono, and Alpine counties. The ESCoC is a coalition of service providers, counties, county agencies, and stakeholders who work towards identifying solutions to homelessness on a local and regional level. The ESCoC's administrative entity during the first two rounds of HHAP application and funding grant disbursements was IMACA, a local non-profit agency. IMACA acted as the CoC's collaborative applicant until early 2022 when they gave notice of their inability to continue in this

role. This left the ESCoC unable to access certain funding resources to address homelessness, as certain funds require the designated Collaborative Applicant of a CoC to apply on behalf of the jurisdiction.

Inyo County Health and Human Services agreed to take the role of Collaborative Applicant, as well as the lead agency for the Homeless Management Information System (HMIS) in May 2022, and has worked with the Department of Housing and Urban Development and California's Business, Consumer Services and Housing Agency (BCSH) to become the designated administrative entity. This designation allowed the department to apply for the fourth round of HHAP funding in November 2022, on behalf of the ESCoC, as well as pooling the county allocations available to Inyo and Mono counties into the application, bringing the total grant request to \$360,701.40, maximizing the funding available to serve all three counties in the region.

The ESCoC recommendations for the use of HHAP 4 funding include funding for administrative activities; services to homeless youth; and permanent supportive and service-enriched housing. The funds will primarily be used to deliver permanent housing and innovative housing solutions in order to support existing housing projects in Inyo and Mono counties, and to ensure that gaps in funding resulting from increased or unplanned cost overruns do not disrupt project completion. The projects, such as Innsbruck Project Home Key in Mono County or Silver Peaks in Inyo County, were identified by the ESCoC as critical to building the affordable housing stock in the region.

Funding these projects, as well as other identified projects, will be based upon the amount needed to fill funding gaps and prioritized based upon project management needs. Other funding slated to support these and other projects will include HHAP 1 and 2, which will be available to the CoC once fully reconciled by the State and IMACA, as well as HHAP 3, which was awarded to the CoC in January, 2023. At this time, the Department is respectfully requesting your Board approve the standard agreement with the State of California's Business, Consumer Services and Housing Agency for HHAP 4 funding only and authorize the Department Head to sign the standard agreement, initial the identified pages of Exhibits A-F, and sign and submit the HHAP 4 Remainder Disbursement Request for Funds Form.

FISCAL IMPACT:			
Funding Source	Non-General Fund / Federal monies passed through the State	Budget Unit	055900
Budgeted?	Yes	Object Code	4498
Recurrence	Multi-year allocation		
Current Fiscal Year Impact			
This funding will provide each county in the CoC with monies to address homelessness.			
Future Fiscal Year Impacts			
This funding will provide each county in the CoC with monies to address homelessness.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to accept HHAP 4 funding, which will result in the funds not being available to the Continuum of Care (CoC) service area of Inyo, Mono and Alpine counties for identified housing projects.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Eastern Sierra Continuum of Care, Alpine County, Mono County, Mammoth Lakes Housing

ATTACHMENTS:

1. HHAP-4 Standard Agreement Cover Page
2. Cal ICH Grants Authorized Signatory Form
3. HHAP-4 Standard Agreement Exhibits A-E
4. HHAP-4 Initial Disbursement Request for Funds Form

APPROVALS:

Anna Scott	Created/Initiated - 5/4/2023
Darcy Ellis	Approved - 5/5/2023
Marilyn Mann	Approved - 5/5/2023
Melissa Best-Baker	Approved - 5/6/2023
John Vallejo	Approved - 5/8/2023
Amy Shepherd	Approved - 5/8/2023
Nate Greenberg	Approved - 6/1/2023
Marilyn Mann	Final Approval - 6/1/2023

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-HHAP-10025

PURCHASING AUTHORITY NUMBER (If Applicable)

010725

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

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

Inyo County Health and Human Services

2. The term of this Agreement is:

START DATE

Upon BCSH approval

THROUGH END DATE

12/31/2027

3. The maximum amount of this Agreement is:

\$360,701.40 (Three Hundred Sixty Thousand Seven Hundred One Dollars and Forty Cents)

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	Authority, Purpose and Scope of Work	8
Exhibit B	Budget Detail and Disbursement Provisions	3
Exhibit C	General Terms and Conditions	10
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	State of California General Terms and Conditions	1

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

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

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

CONTRACTOR

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

Inyo County Health and Human Services

CONTRACTOR BUSINESS ADDRESS

1360 North Main Street Suite 201

CITY

Bishop

STATE

CA

ZIP

93514

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-HHAP-10025	PURCHASING AUTHORITY NUMBER (If Applicable) 010725
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

500 Capitol Mall, Suite 1850

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



**Authorized Signatories Form
Cal ICH Grant Programs**

Instructions: This form is intended to list all of the individuals who are authorized to sign Cal ICH grant documents on behalf of the administrative entity. The authorized representative who signs this form must be an individual who is authorized to legally bind the administrative entity to Cal ICH grant agreements. The authorized representative is authorized to sign all Cal ICH grant documents on behalf of the administrative entity and may authorize additional signatories to sign Cal ICH grant documents using the 'Authorized Signatories' section below.

Grantee information: Enter the names of the eligible jurisdiction (ie. Sacramento CoC) and administrative entity (ie. Sacramento Steps Forward) and select all of the Cal ICH grant programs to which this form applies.

Authorized Signatories: Enter the names and title/position of the individuals authorized by the authorized representative to sign Cal ICH grant documents. Each of the authorized signatories listed below must sign this form. Signatures may be wet or electronic.

Certification: By signing this form, the authorized representative certifies that they are authorized to legally bind the administrative entity to Cal ICH grant agreements, they are authorized to sign all Cal ICH grant documents, and the authorized signatories listed on this form are additionally authorized to sign Cal ICH grant documents. Signatures may be wet or electronic.

Changes to this form: This form must be updated by the administrative entity whenever the authorized representative or signatories change.

GRANTEE INFORMATION

Eligible Jurisdiction:

Administrative Entity:

This form applies to the following grants:

HHAP-1

HHAP-2

HHAP-3

HHAP-4

ERF

FHC

Other: _____

AUTHORIZED SIGNATORIES

Name	Title/Position	Signature

CERTIFICATION

I certify that I am legally authorized to sign grant documents and that I am additionally authorizing the above signatories to sign Cal ICH grant documents.

Name of Authorized Representative

Title

Signature of Authorized Representative

Date

**Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement
Contract for Funds**

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 4 (“HHAP-4” or “Program”) pursuant to Chapter 6 (commencing with Health and Safety Code (HSC) section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Interagency Council on Homelessness (“Cal ICH”) in the Business, Consumer Services and Housing Agency (“Agency”). HHAP-4 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement/Contract for Funds along with all its exhibits (“Agreement”) is entered into by Cal ICH and a Continuum of Care, a city, or a county (“Grantee”) under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, and the requirements appearing in the statutory authority for the Program cited above.

2) Purpose

The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (Chapter 6 (commencing with HSC section 50216)).

This funding shall:

- a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.

Initial Here_____

- b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this funding are encouraged to reference [Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness](#) to assist in using funding strategically for their planning efforts in the delivery of services to people experiencing homelessness in the community.
- c) Be deployed with the goal of reducing the number of people experiencing homelessness in a given region through investing in long-term solutions, such as permanent housing.
- d) Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

3) **Definitions**

The following HHAP-4 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (r):

- a) “Agency” means the Business, Consumer Services, and Housing Agency.
- b) “Applicant” means a Continuum of Care, city, county, or tribe.
- c) “City” means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- d) “Continuum of Care” means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- e) “Coordinated Entry System” means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

f) “Council” means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

g) “Emergency shelter” has the same meaning as defined in subdivision (e) of Section 50801.

h) “Homeless” has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

i) “Homeless Management Information System” means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term “Homeless Management Information System” also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

j) “Homeless point-in-time count” means the most recent point-in-time count that requires a sheltered and unsheltered count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations completed by all applicants.

k) “Homeless youth” means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). “Homeless youth” includes unaccompanied youth who are pregnant or parenting.

l) “Housing First” has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

m) “Jurisdiction” means a city, city that is also a county, county, or Continuum of Care, as defined in this section.

n) “Navigation center” means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

o) “Program” means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

1) “Round 1” of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.

2) “Round 2” of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.

3) “Round 3” of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2021.

4) “Round 4” of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2022.

p) “Program allocation” means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

q) “Recipient” means a jurisdiction that receives funds from the Cal ICH for the purposes of the program.

r) “Tribe” or “tribal applicant” means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code.

Additional definitions for the purposes of the HHAP-4 program:

“Obligate” means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-4 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

“Expended” means all HHAP-4 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4) Scope of Work

The Scope of Work (“Work”) for this Agreement shall include uses that are consistent with Health and Safety Code section 50218.7, subdivision (e), and section 50220.8, subdivisions (e), (f), and (g), and any other applicable laws.

The Grantee shall expend funds on evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

- a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.
- b) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

- c)** Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- d)** Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- e)** Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- f)** Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.
- g)** Prevention and shelter diversion to permanent housing, including rental subsidies.
- h)** Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i)** The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - ii)** The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - iii)** Shelter vacancy rate in the summer and winter months.
 - iv)** Percentage of exits from emergency shelters to permanent housing solutions.
 - v)** A plan to connect residents to permanent housing.
 - vi)** Any new interim sheltering funded by HHAP-4 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.
- i)** Improvements to existing emergency shelters to lower barriers and increase privacy.

In addition to the eligible uses described above, the Grantee's expenditure of its entire HHAP-4 allocation must also comply with the following:

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- a) At least 10 percent of the funds shall be spent on services for homeless youth populations.
- b) Not more than 7 percent of funds may be used for administrative costs incurred by the city, county, or continuum of care to administer its program allocation. For purposes of this Agreement, “administrative costs” does not include staff or other costs directly related to implementing activities funded by the program allocation.

5) Cal ICH Contract Coordinator

The Cal ICH’s Contract Coordinator for this Agreement is the Council’s Grant Director or the Grant Director’s designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Cal ICH Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the Council’s Grant Director or the Grant Director’s designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	Inyo County Health and Human Services
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	500 Capitol Mall Suite 1850 Sacramento, CA, 95814	1360 North Main Street Suite 201 Bishop, CA 93514
CONTRACT COORDINATOR	Jeannie McKendry	Marilyn Mann
PHONE NUMBER:	(916) 510-9446	(760) 873-3305
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov	HHS-Admin@inyocounty.us

All requests to update the Grantee information listed within this Agreement shall be emailed to the Cal ICH Grants Division general email box at calichgrants@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

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6) Effective Date, Term of Agreement, and Deadlines

- a) This Agreement is effective upon approval by Cal ICH (indicated by the signature provided by Cal ICH in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties. Funds will be disbursed in accordance with Section 3 of Exhibit B.
 - b) This Agreement shall terminate on December 31, 2027.
 - c) A grantee shall contractually obligate no less than 75 percent and shall expend no less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025. Upon demonstration by a grantee that it has complied with this requirement and remains on track to meet its outcome goals, as determined by the council pursuant to Health and Safety Code section 50223, the council shall disburse to that recipient the remaining 50 percent of its total HHAP-4 allocation pursuant to Health and Safety Code section 50218.7(a).
 - i) Grantee will demonstrate compliance with these requirements by completing the certification documentation in the form and manner provided by the council.
 - d) If a grantee has obligated less than 75 percent or expended less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025, the grantee shall not contractually obligate or expend any remaining portion of its round 4 initial program allocation, and the council shall not allocate to the recipient the remaining 50 percent of its total allocation, unless both of the following occur:
 - i) On or before June 30, 2025, the grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.
 - ii) Cal ICH approves the alternative disbursement plan.
- If Cal ICH cannot approve an alternative disbursement plan, Cal ICH will provide the grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
- If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2026, the funds shall be returned to the Cal ICH to be allocated as bonus awards.
- e) Grantees that do not meet the final expenditure deadlines in Health and Safety Code section 50220.8(k) shall not be eligible for bonus funding.

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- f) All HHAP-4 funds shall be expended by June 30, 2027.
- g) In accordance with Health and Safety Code section 50220.8, subdivision (k), Cal ICH retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.
- h) Any funds not expended by June 30, 2027, including bonus funds, shall revert to and be paid and deposited in, the General Fund pursuant to Health and Safety Code section 50220.8(p).
- i) The council may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.
- j) **Bonus Funds:** Health and Safety Code section 50220.8 mandates the following, regarding a recipient's eligibility for Bonus Funding:
 - i) Recipients that do not meet the obligation requirements laid out in Health and Safety Code section 50220.8(k) shall not be eligible for bonus funding;
 - ii) Recipients shall demonstrate no later than June 30, 2025, whether they have successfully met their outcome goals; and
 - iii) Jurisdictions that have not met their outcome goals shall not be eligible for bonus funding and shall accept technical assistance from council staff. In addition, jurisdictions that have not met their outcome goals may also be required to limit allowable uses of program funds, as determined by the Council.
 - iv) If recipient receives bonus funding, the bonus funds will be distributed as an amendment to this contract. No additional contract will be executed.

7) **Special Conditions**

Cal ICH reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

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**Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement**

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) Budget Detail & Changes

The Grantee agrees that HHAP-4 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend the HHAP-4 funds on eligible activities as detailed in Health and Safety Code section 50218.7(e) and section 50220.8, subdivisions (e), and (f).

2) General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP-4 funds being released:

- Request for Funds Form (“RFF”)
- STD 213 Standard Agreement form and initialed Exhibits A through F
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3) Disbursement of Funds

Initial Disbursement

Fifty percent of a grantee’s HHAP-4 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller’s Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. The Initial disbursement of HHAP-4 funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

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Remainder Disbursement

- a) Cal ICH will disburse the remaining fifty percent of HHAP-4 funds upon demonstration by a Grantee that it has complied with the requirement to contractually obligate and expend a minimum amount of its round 4 program allocation, as described below, and remains on track to meet its outcome goals, as determined by the council pursuant to Section 50223.
 - i) A grantee shall contractually obligate no less than 75 percent and shall expend no less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025. Upon demonstration by a grantee that it has complied with this requirement and remains on track to meet its outcome goals, as determined by the council pursuant to Health and Safety Code section 50223, the council shall disburse to that recipient the remaining 50 percent of its total HHAP-4 allocation pursuant to Health and Safety Code section 50218.7(a).
 - b) If a grantee has obligated less than 75 percent or expended less than 50 percent of their initial disbursement by May 31, 2025, the grantee shall not contractually obligate or expend any remaining portion of its round 4 initial program allocation, and the council shall not allocate to the recipient the remaining 50 percent of its total allocation, unless both of the following occur:
 - i) On or before June 30, 2025, the grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.
 - ii) Cal ICH approves the alternative disbursement plan. If Cal ICH cannot approve an alternative disbursement plan, Cal ICH will provide the grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
- 4) If a Grantee is not on track to meet outcome goals, grantee must agree to receive TA from Cal ICH to get back on track with the outcome goals before the Council allocates the remaining 50 percent of a recipient's allocation.

Bonus Funds Disbursement

If a Grantee qualifies for Bonus Funds pursuant to the requirements laid out in Health and Safety Code section 50220.7, Cal ICH will determine the amount of Bonus Funds the Grantee is eligible for and will disburse these Bonus Funds to the Grantee upon receipt, review and approval of the completed Amended Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. The Bonus Funds disbursement of

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HHAP-4 funds will be allocated in one disbursement via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

5) Expenditure of Funds

All HHAP-4 funds must be spent in accordance with Health and Safety Code section 50218.7(e) and section 50220.8, subdivisions (e), and (f), and as described in Exhibit A, Section 4 "Scope of Work".

6) Ineligible Costs

- a) HHAP-4 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.8, subdivisions (e), (f), and (g).
- b) Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-4 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH.
- c) An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Cal ICH by the Grantee.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-4 fund expenditures.

- d) Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as HEAP.

**Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement**

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1) Termination and Sufficiency of Funds

a) Termination of Agreement

Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's notice of termination.

b) Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C Section 12 (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) Grantee's Application for Funds

Grantee has submitted to Cal ICH an application for HHAP-4 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Cal ICH is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Budget Modification Request Process and are subject to approval by Cal ICH.

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Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) Reporting/Audits

a) Annual Reports

By January 1, 2024, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Cal ICH in a format provided by Cal ICH. Annual Reports will include a request for data on expenditures and people served with HHAP-4 funding, details on specific projects selected for the use of HHAP-4 funding, and data regarding the progress towards outcome goals. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than October 1, 2027, the Grantee shall submit a final report, in a format provided by Cal ICH, as well as a detailed explanation of all uses of the Program funds.

b) Quarterly Expenditure Reports

In addition to the annual reports, Cal ICH requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to Cal ICH on a form and method provided by Cal ICH that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information Cal ICH deems appropriate or necessary. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

c) Reporting Requirements

i) Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50223, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Cal ICH:

- (1) Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.

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- (2)** The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:
- (a)** The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.
 - (b)** Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.
 - (c)** Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.
- (3)** Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.
- Data shall include progress towards meeting the grantee's outcome goals. If significant progress toward outcome goals has not been made, the applicant shall:
- (a)** Submit a description of barriers and possible solutions to meet those barriers
 - (b)** Accept technical assistance from Cal ICH
 - (c)** Include the progress towards outcome goals in all subsequent quarterly reports, until significant progress is made as deemed by Cal ICH
- ii)** Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-4 funding including but not limited to obligated funds, expended funds, and other funds derived from HHAP-4 funding.
- iii)** Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-4 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by Cal ICH.

- iv) Grantees or their subcontractors must report client data into their local Homeless Management Information Systems (HMIS) pursuant to the requirements of Assembly Bill (AB) 977 (Chapter 397, Statutes of 2021)
- v) Cal ICH may require additional supplemental reporting with written notice to the Grantee.
- vi) Grantee may, at their discretion, fully expend their HHAP-4 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

d) Auditing

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-4 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

- i) The audit shall be performed by an independent certified public accountant.
- ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.
- iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) Inspection and Retention of Records

a) Record Inspection

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and

Prevention Program laws, the HHAP-4 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.8, subdivision (m), if upon inspection of records Cal ICH identifies noncompliance with grant requirements, Cal ICH retains the right to impose a corrective action plan on the Grantee.

b) Record Retention

The Grantee further agrees to retain all records described in subparagraph a for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

c) Public Records Act

The grantees' final HHAP-4 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act.

6) Breach and Remedies

a) Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

- i) Grantee's failure to comply with the terms or conditions of this Agreement.
- ii) Use of, or permitting the use of, HHAP-4 funds provided under this Agreement for any ineligible activities.
- iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

- i) Bar the Grantee from applying for future HHAP funds;
- ii) Revoke any other existing HHAP-4 award(s) to the Grantee;
- iii) Require the return of any unexpended HHAP-4 funds disbursed under this Agreement;

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- iv) Require repayment of HHAP-4 funds disbursed and expended under this Agreement;
 - v) Require the immediate return to Cal ICH of all funds derived from the use of HHAP-4 funds
 - vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-4 requirements.
- c) All remedies available to Cal ICH are cumulative and not exclusive.
- d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7) **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

8) **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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9) Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, “For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.”

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

- a) **Current State Employees:** No State 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. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) **Former State Employees:** 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. 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 twelve-month period prior to his or her leaving State service.
- c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- d) **Representatives of a County:** A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board,

committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

- i)** The dangers of drug abuse in the workplace;
- ii)** Grantee's policy of maintaining a drug-free workplace;
- iii)** Any available counseling, rehabilitation, and employee assistance program;
and
- iv)** Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

- i)** Will receive a copy of Grantee's drug-free policy statement, and
- ii)** Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) Child Support Compliance Act

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

Initial Here_____

- a) The Grantee 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 Grantee, 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.

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-4 funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
 - i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
 - iv) Agree to include all the terms of this Agreement in each subcontract.

13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-4 program, the Grantee, its subrecipients, and all eligible activities.

Initial Here_____

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

14) Inspections

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) Litigation

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the Initial of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

**Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement**

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-4 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-4 funds, must be used for HHAP-4-eligible activities and reported on as required by Cal ICH.
- 2) Per Health and Safety Code section 50220.8 (g), any housing-related activities funded with HHAP-4 funds, including but not limited to emergency shelter (per Health and Safety Code section 50220.8(e)(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-4 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
- 3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-4-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-4 funding (e.g., by creating appropriate HHAP-4-specific funding sources and project codes in HMIS).
- 4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6 and Welfare and Institutions Code section 8256. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical

Initial Here_____

information,” as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

- 5) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
- 6) Grantee agrees to demonstrate a commitment to racial equity and, per Health and Safety Code section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with Cal ICH, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.
- 7) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)

Standard Agreement

EXHIBIT E

STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

Initial Here_____



HOMELESS HOUSING, ASSISTANCE AND PREVENTION ROUND 4 INITIAL DISBURSEMENT REQUEST FOR FUNDS FORM

Contract Number	23-HHAP-10025	Expenditure Deadline:	6/30/2027
Invoice Number	23-HHAP-10025	Contact Person:	Marilyn Mann
Grantee Name:	Inyo Mono Advocates for Community Action, Inc.	Contact Person Title:	Director
Attention to:	Melissa Best-Baker	E-mail:	HHS-Admin@inyocounty.us
Address:	137 E. South Street	Phone No.:	(760) 873-3305
City/State/Zip:	Bishop, CA 93514		

HHAP-4 INITIAL DISBURSEMENT FUNDING BREAKDOWN

AWARD

Per Health and Safety Code Section 50220.8, a recipient may use HHAP-4 funds on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing, including:

- Rapid rehousing
- Operating subsidies
- Street outreach
- Services coordination
- Systems support
- Delivery of permanent housing
- Prevention and shelter diversion
- Interim sheltering
- Improvements to existing emergency shelters
- Administrative costs (up to 7%)

TOTAL: \$180,350.70

CERTIFICATION

**By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*

Name of Authorized Representative or Signatory	Title of Authorized Representative or Signatory
Signature of Authorized Representative or Signatory	Date:

BCSH USE ONLY

Grant Management Representative Signature	Date:
Jeannie McKendry	Grants Development Section Chief
Grant Management Representative Name	Grant Management Representative Title



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3790

Change of Title and Job Description for One (1) Human Services Supervisor Health & Human Services - Fiscal ACTION REQUIRED

ITEM SUBMITTED BY

Marilyn Mann, HHS Director

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

Authorize the change of title and associated job description for one (1) Human Services Supervisor at Range 70 (\$5,141-\$6,252) to one (1) Program Supervisor at Range 70 (\$5,141-\$6,252) using the established job description.

BACKGROUND / SUMMARY / JUSTIFICATION:

During the FY 2022-2023 budget process, the Department moved an existing Human Services Supervisor (Merit System Title: Supervising Integrated Case Worker) out of the Employment and Eligibility program and placed the position under the Fiscal Oversight and Special Operations division as part of a newly established Housing Services Program. The Housing Services program works with various Social Service programs and other Department programs to administer newly allocated housing funds totaling over \$1,000,000.00. The housing program team provides support in locating and placing individuals into short and long-term housing, working with landlords and clients to address issues of concern, and administering the supportive funding associated with housing for eligible clients. Additionally, the team takes a lead role in managing HMIS (Homeless Management Information System) and the Coordinated Entry System for the Continuum of Care (CoC), a local regional planning body with representatives from Inyo, Mono, and Alpine counties.

Recently, the position of Human Services Supervisor became vacant when the employee accepted a position with another government entity. The department reviewed the position and identified that a Merit System classification of Program Supervisor would allow for broader flexibility in recruiting an individual able to navigate the duties associated with providing supervision and oversight to our Housing Services programming. The Program Supervisor classification already exists within the County system and the position is aligned with the Merit System Title of Program Supervisor at the same range as the Human Services Supervisor. The Department respectfully request your board authorize the change of title and job description for this position as requested.

FISCAL IMPACT:

Funding Source	Grant (Federal and State) Funded	Budget Unit	055800
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Budgeted?	Yes	Object Code	5001-5043
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
There is no impact this fiscal year as the position is currently budgeted - this is only a title change.			
Future Fiscal Year Impacts			
This position will be budgeted in the future budgets.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The position would remain authorized as a Human Services Supervisor (Merit Title: Supervising Integrated Case Worker)

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Marilyn Mann	Created/Initiated - 5/10/2023
Darcy Ellis	Approved - 5/10/2023
Melissa Best-Baker	Approved - 5/10/2023
Keri Oney	Approved - 6/1/2023
Denelle Carrington	Approved - 6/1/2023
Amy Shepherd	Approved - 6/1/2023
Marilyn Mann	Final Approval - 6/1/2023



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3804

Purchase of one (1) Ford Expedition XLT from Jim Charlon Ford of Ridgecrest, CA

County Administrator - Motor Pool

ACTION REQUIRED

ITEM SUBMITTED BY

Miquela Beall

ITEM PRESENTED BY

Miquela Beall

RECOMMENDED ACTION:

- A. Authorize the purchase of one (1) Ford Expedition XLT for an amount not to exceed \$76,032.56 from Jim Charlon Ford of Ridgecrest, CA and authorize Motor Pool Administrative Analyst Miquela Beall to enter into agreement for the purchase of the vehicle; and
- B. Authorize the issuance of the check for payment on delivery.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Probation Department received the Prop 64 Public Health and Safety Grant which included funds for the purchase of a full-sized, 4x4 vehicle to transport youth to off road destinations for their Enhanced Youth Outdoor Program. Motor Pool conducted a formal bid for this vehicle purchase in April that was unsuccessful. Since then, we have been searching for dealership stock in California for a vehicle that would suit this need. We were recently able to find this vehicle at Jim Charlon Ford, in Ridgecrest, CA. The quoted price is the best price that we have seen thus far and the vehicle is currently available at their facility. Vehicles continue to be in low stock and order times from manufacturers are still averaging over a year.

FISCAL IMPACT:

Funding Source	Prop 64 Public Health & Safety Grant	Budget Unit	620210
Budgeted?	Yes	Object Code	5655
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
This item is budgeted in the current grant and was an approved purchase in the grant application.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this request but is not recommended. Vehicles continue to be in limited supply and staff have been searching for a vehicle to meet this need for weeks since our unsuccessful bid in April. If your Board were to deny this request we would have to continue searching dealership stock or wait over a year to order a vehicle.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Probation

ATTACHMENTS:

1. Request for Proposals for the Provision of Asset Acquisition
2. Ford Expedition Quote
3. Bid Tabulation Form
4. Board of State and Community Corrections Contract

APPROVALS:

Miquela Beall	Created/Initiated - 5/18/2023
Darcy Ellis	Approved - 5/18/2023
Denelle Carrington	Approved - 5/18/2023
John Vallejo	Approved - 5/18/2023
Amy Shepherd	Approved - 5/18/2023
Sue Dishion	Final Approval - 5/22/2023

County of Inyo
Department of Administration, Motor Pool
1360 N. Main Street, Bishop CA 93514

Request for Proposals for the Provision of Asset Acquisition

Opening Date: April 5, 2023
Closing Date: April 19, 2023 12:00 PM
Identifying Title: MP P042023

Contact: Miquela Beall, (760) 873-7051, motorpool@inyocounty.us

I. General Instructions

Registering as a Respondent. It is strongly recommended that any interested respondent email the contact person listed above to indicate that they will be submitting a bid and wish to be registered as a respondent. Registering as a respondent is not mandatory, but it will ensure that you receive any updated bid documents or relevant information. Registration emails must contain the Identifying Title in the subject line and should be send from the email address at which respondents want to receive updates.

Submission process. Respondents must submit responses by mail to the following address:
Inyo County Motor Pool
Attn: RFP #MP P042023
1360 N. Main Street, Bishop CA 93514

Responses must be received by the closing date noted above. It is recommended that you mail your response well in advance to ensure that it arrives on or before the closing date. **All bids must be submitted in hard copy form;** no electronic submission will be accepted. Response documents must be placed inside a sealed envelope, which is then placed within a mailing envelope. All documents shall be submitted on/with vendor letterhead.

Public Nature of Submissions. Pursuant to the California Public Records Act (“PRA”), all responses to this RFP/RFQ are considered public records that will be disclosable upon request. If you believe that information contained within your bid documents is confidential, trade secret, or otherwise exempt from disclosure under the PRA, you must clearly stamp *each page* that you believe contains confidential information with a header that states “CONFIDENTIAL” in at least 12-point font. Please note that stamping your response as such does not guarantee that it will never be disclosed. Pursuant to Inyo County’s obligations under the PRA, the County will independently assess assertions of confidentiality.

Challenges to the Bidding Process. Any respondent who wishes to challenge the County’s handling of the procurement process must do so via the mandatory administrative procedure set forth in Inyo County Code Chapter 6.30.

Contracting Preferences. Pursuant to Inyo County Code Chapter 6.06, Inyo County contracting preference for small and/or local businesses applies. To be eligible for the

preferences, a business must provide a certification that it is a small and/or local business as defined by Inyo County Code § 6.06.020 with its bid.

Questions and Additional Information. Respondents who have a question about any aspect of the procurement process must put the question in writing and email it to the contact listed above. The answer to any questions will be publicly posted and emailed to all registered respondents to ensure that all respondents are working from the same information. Respondents should not reveal the anticipated contents of their response when asking questions.

II. Services, Products, and Qualifications Required

One (1) 8-passenger, 2023 or newer, 4-wheel drive vehicle with a large rear cargo area. The color white is preferred but not required. This vehicle needs to be available currently in dealer stock or will be available in dealer stock within 30 days from closing date of this RFP. Delivery to the above address will also be required as part of this RFP.

III. Evaluation of Responses

The County will evaluate all submissions based on the totality of their responses. A respondent's inability to provide a certain service is not necessarily disqualifying, as the County will consider which submission *as a whole* will provide the best service. Similarly, the County is not obligated to choose the respondent who can provide the requested product/services for the lowest amount of money. Rather, the County will consider which respondent provides the best overall value, taking into account both price and quality.

Responses will be scored per the following rubric:

Overall cost of this product, including delivery, will be the most important factor in evaluating received bids. However, if a vendor can guarantee delivery of the vehicle within a significantly shorter time frame than the other respondents, this may be a determining factor if all other aspects are relatively equal.

BUYER	CO-BUYER	Deal #:
Work #:		Deal Type: Retail
Email:	Salesperson:	Deal Date: 05/11/2023
		Print Time: 09:01am

VEHICLE				
New <input checked="" type="checkbox"/>	Stock #:	Description:	VIN:	Mileage:
Used <input type="checkbox"/>	43931	2023 FORD TRUCK EXPEDITION	1FMJU1J81PEA11052	10
Demo <input type="checkbox"/>				

TRADE	

AFTERMARKETS																																																							
	<table> <tr> <td>Sale Price:</td> <td>\$</td> <td>69,830.00</td> </tr> <tr> <td>Total Financed Aftermarkets:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Total Trade Allowance:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Trade Difference:</td> <td>\$</td> <td>69,830.00</td> </tr> <tr> <td>Doc Fee:</td> <td>\$</td> <td>85.00</td> </tr> <tr> <td>State & Local Taxes:</td> <td>\$</td> <td>6,117.56</td> </tr> <tr> <td>Total License and Fees:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Total Cash Price:</td> <td>\$</td> <td>76,032.56</td> </tr> <tr> <td>Total Trade Payoff:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Delivered Price:</td> <td>\$</td> <td>76,032.56</td> </tr> <tr> <td>Cash Down Payment + Deposit:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Sub Total:</td> <td>\$</td> <td>76,032.56</td> </tr> <tr> <td>Service Agreement:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Maintenance Agreement:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>GAP Insurance:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Credit Life, Accident & Health:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Other:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Amount Financed:</td> <td>\$</td> <td>76,032.56</td> </tr> </table>	Sale Price:	\$	69,830.00	Total Financed Aftermarkets:	\$	0.00	Total Trade Allowance:	\$	0.00	Trade Difference:	\$	69,830.00	Doc Fee:	\$	85.00	State & Local Taxes:	\$	6,117.56	Total License and Fees:	\$	0.00	Total Cash Price:	\$	76,032.56	Total Trade Payoff:	\$	0.00	Delivered Price:	\$	76,032.56	Cash Down Payment + Deposit:	\$	0.00	Sub Total:	\$	76,032.56	Service Agreement:	\$	0.00	Maintenance Agreement:	\$	0.00	GAP Insurance:	\$	0.00	Credit Life, Accident & Health:	\$	0.00	Other:	\$	0.00	Amount Financed:	\$	76,032.56
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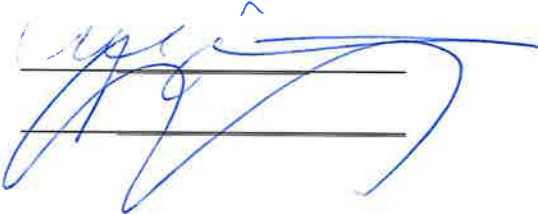
COUNTY OF INYO BID TABULATION

Project Title & Bid Number: Prop 64 Probation SUV, MP P042023 **UNSUCCESSFUL**

Bid Opening Date: 4/19/23 **Location:** QCOB 1360 N. Main, Bishop CA

#	BIDDER NAME	Bid Amount A	Bid Amount B	Bid Amount C	Bid Amount D	Bid Amount E	Bid Amount F
---	-------------	-----------------	-----------------	-----------------	-----------------	-----------------	-----------------

1.	No bids received			-			-
2.							
3.							
4.							
5.							
6.							

Opened by: 
 Present: _____



STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 964-21

PURCHASING AUTHORITY NUMBER (If Applicable)

BSCC-5227**1. This Agreement is entered into between the Contracting Agency and the Contractor named below:**

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

INYO COUNTY**2. The term of this Agreement is:**

START DATE

MAY 1, 2021

THROUGH END DATE

OCTOBER 31, 2024**3. The maximum amount of this Agreement is:****\$779,537****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	Proposition 64 Public Health & Safety (Prop 64 PH&S) Grant Request for Proposals	*
Attachment 2	Prop 64 PH&S Grant Proposal	26
Appendix A	Prop 64 PH&S Scoring Panel	1
Appendix K	Criteria for Non-Governmental Organization's Receiving BSCC Funds (attached separately)	2

* This item is hereby incorporated by reference and can be viewed at:

<http://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/>**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

PRINTED NAME OF PERSON SIGNING

LESLIE CHAPMAN

TITLE

Assistant CAO

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

4/26/21

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT—PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT COHORT 2

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and the Inyo County (hereafter referred to as the Grantee or Contractor).

2. PROJECT SUMMARY AND ADMINISTRATION

A. The Fiscal Year 2020-21 State Budget includes funding in the amount of \$51,788,690 for local assistance grants for the Proposition 64 Public Health and Safety (Prop 64 PH&S) Cohort 2 Grant Program, to be administered by the BSCC.

The purpose of this grant program is to fund projects that assist with law enforcement efforts, fire protection efforts, or other local projects addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA).

B. Grantee agrees to administer the project in accordance with Attachment 1: Prop 64 PH&S Grant Program Cohort 2 Request for Proposals (incorporated by reference) and Attachment 2: Grant Proposal, which are attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Leslie Chapman
Title: Assistant CAO
Address: 163 May Street, Bishop, CA 93514
Phone: 760-878-0291

Designated Financial Officer authorized to receive warrants:

Name: Krystal Leonard
Title: Administrative Analyst II
Address: 918 N Main Street, Bishop, CA 93514
Phone: 760-872-4111
Email: kleonard@inyocounty.us

Project Director authorized to administer the project:

Name: Jeffrey L. Thomson
Title: Chief Probation Officer
Address: 918 N Main Street, Bishop, CA 93514
Phone: 760-872-4111
Email: jthomson@inyocounty.us

C. Either party may change its project representatives upon written notice to the other party.

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

EXHIBIT A: SCOPE OF WORK

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Prop 64 PH&S Grant Program Cohort 2 Request for Proposals and Attachment 2: Grant Proposal.

5. REPORTING REQUIREMENTS

A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods

1. May 1, 2021 to June 30, 2021
2. July 1, 2021 to September 30, 2021
3. October 1, 2021 to December 31, 2021
4. January 1, 2022 to March 31, 2022
5. April 1, 2022 to June 30, 2022
6. July 1, 2022 to September 30, 2022
7. October 1, 2022 to December 31, 2022
8. January 1, 2023 to March 31, 2023
9. April 1, 2023 to June 30, 2023
10. July 1, 2023 to September 30, 2023
11. October 1, 2023 to December 31, 2023
12. January 1, 2024 to March 31, 2024
13. April 1, 2024 to April 30, 2024

Due no later than:

- August 15, 2021
November 15, 2021
February 15, 2022
May 15, 2022
August 15, 2022
November 15, 2022
February 15, 2023
May 15, 2023
August 15, 2023
November 15, 2023
February 15, 2024
May 15, 2024
June 15, 2024

Note: Project activity period ends April 30, 2024. The period of May 1, 2024 to October 31, 2024 is for completion of Final Local Evaluation Report and the financial audit only.

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

- August 1, 2021
October 31, 2024

C. Other

Financial Audit

Due no later than:

October 31, 2024

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

EXHIBIT A: SCOPE OF WORK

- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Prop 64 PH&S Scoring Panel (see Contract Appendix A) from receiving funds from the Prop 64 PH&S Cohort 2 grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Prop 64 PH&S Scoring Panel membership roster (see Contract Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Prop 64 PH&S Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

8. FINANCIAL AUDIT

Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, October 31, 2024. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:

1. May 1, 2021 to June 30, 2021
2. July 1, 2021 to September 30, 2021
3. October 1, 2021 to December 31, 2021
4. January 1, 2022 to March 31, 2022
5. April 1, 2022 to June 30, 2022
6. July 1, 2022 to September 30, 2022
7. October 1, 2022 to December 31, 2022
8. January 1, 2023 to March 31, 2023
9. April 1, 2023 to June 30, 2023
10. July 1, 2023 to September 30, 2023
11. October 1, 2023 to December 31, 2023
12. January 1, 2024 to March 31, 2024
13. April 1, 2024 to April 30, 2024

Due no later than:

- August 15, 2021
November 15, 2021
February 15, 2021
May 15, 2021
August 15, 2022
November 15, 2022
February 15, 2023
May 15, 2023
August 15, 2023
November 15, 2023
February 15, 2024
May 15, 2024
June 15, 2024

Final Invoicing Periods*:

14. May 1, 2024 to June 30, 2024
15. July 1, 2024 to October 31, 2024

Due no later than:

- August 15, 2024
December 15, 2024

**Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on these last two invoices.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) must be incurred by the end of the grant project period, April 30, 2024, and included on the invoice due June 15, 2024. Project expenditures incurred after April 30, 2024 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by October 31, 2024. Expenditures incurred solely for the completion of the Final Local Evaluation Report during the period of May 1, 2024 to October 31, 2024 must be submitted on the invoice due December 15, 2024. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with your final invoice due no later than December 15, 2024.
- D. The financial audit is due to BSCC by October 31, 2024. Expenditures incurred solely for the completion of the financial audit during the period of May 1, 2024 to October 31, 2024 must be submitted on the invoice due December 15, 2024. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with your final invoice due no later than December 15, 2024.
- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE.

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account. On or before July 15th of each fiscal year, the State Controller shall deposit funds derived from Proposition 64 taxes into the State and Local Government Law Enforcement Account pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3). The grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding made available to the BSCC pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3)(C).
- B. If Prop 64 PH&S funding is reduced or falls below estimates contained within the Prop 64 PH&S Request for Proposals Cohort 2, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

- B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
- 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and
 - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the financial audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

BUDGET LINE ITEMS	GRANT FUNDS
1. Salaries and Benefits	\$ 294,697
2. Services and Supplies	\$ 99,000
3. Professional Services	\$ 80,580
4. Non-Governmental Organizations (NGO) Contracts	\$ 90,360
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$ 60,000
6. Equipment / Fixed Assets	\$ 96,300
7. Data Collection / Enhancement	\$ 0
8. Program Evaluation	\$ 20,000
9. Sustainability Planning	\$ 0
10. Other (include travel & training costs)	\$ 13,600
11. Financial Audit	\$ 25,000
TOTAL	\$ 779,537

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

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

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

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

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

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

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

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).)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- D. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- E. Grantee is responsible for the performance of all project activities identified in Attachment 1: Prop 64 PH&S Cohort 2 Request for Proposals and Attachment 2: Grant Proposal/Application for Funding.
- F. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Fulfillment of Assurances and Declarations
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Prop 64 PH&S Cohort 2 Request for Proposal and Attachment 2: Grant Proposal/Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- C. Permits and Licenses
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Prop 64 PH&S Grant Cohort 2 RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. Grantees are required to provide the BSCC with a financial audit within no later than the end of the contract term (October 31, 2023). The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.
- C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (required as Attachment F of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Prop 64 PH&S Cohort 2 Request for Proposals/Application for Funding, or approved modifications. Changes shall not be implemented by the project until authorized in writing by the BSCC.

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
 - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Prop 64 PH&S Request for Proposal/Application for Funding, or approved modifications, or approved modifications; and
 - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

**PROPOSITION 64
PUBLIC HEALTH & SAFETY
GRANT PROGRAM
COHORT 2**

**PROPOSAL PACKAGE*
COVER SHEET**

Submitted by (Name of eligible applicant):

Inyo County

DATE SUBMITTED TO THE BSCC:

January 28, 2021

**The Proposition 64 Public Health and Safety Grant Program Proposal Package is provided in a fillable format. Using the Tab key will allow the applicant access to those areas requiring information.*

**PROPOSITION 64 PUBLIC HEALTH & SAFETY GRANT PROGRAM:
PROPOSAL CHECKLIST**

A complete proposal package for funding under the Proposition 64 PH&S Grant Program must contain the following items:

Required Items:		✓
1	Cover Sheet (previous page)	<input checked="" type="checkbox"/>
2	Proposition 64 PH&S Grant Program Proposal Checklist <ul style="list-style-type: none"> • Originally signed in blue ink by the authorized signatory (e-signatures are acceptable) 	<input checked="" type="checkbox"/>
3	Applicant Information Form <ul style="list-style-type: none"> • Originally signed in blue ink by the authorized signatory (e-signatures are acceptable) 	<input checked="" type="checkbox"/>
4	Proposal Abstract <ul style="list-style-type: none"> • No more than one (1) page 	<input checked="" type="checkbox"/>
5	Proposal Narrative to include Project Need, Project Description, Project Evaluation Sections <ul style="list-style-type: none"> • No more than eight (8) pages 	<input checked="" type="checkbox"/>
6	Project Work Plan <ul style="list-style-type: none"> • No more than 2 pages using the template provided (see Appendix L for instructions) 	<input checked="" type="checkbox"/>
7	Budget Information (Budget Table & Narrative) <ul style="list-style-type: none"> • Use BSCC templates provided • Budget Narrative must be no more than four (4) pages 	<input checked="" type="checkbox"/>
8	Additional Request for Proposals Information, if applicable <ul style="list-style-type: none"> • No more than two (2) pages 	<input checked="" type="checkbox"/>
9	Letter(s) of Commitment	<input checked="" type="checkbox"/>
10	Letter of Eligibility (see Appendix B)	<input checked="" type="checkbox"/>
11	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix F) <ul style="list-style-type: none"> • Originally signed in blue ink by the authorized signatory (e-signatures are acceptable) 	<input checked="" type="checkbox"/>
12	Criteria for Non-Governmental Organizations Receiving Proposition 64 Public Health and Safety Grant Funds (Appendix K) <ul style="list-style-type: none"> • Originally signed in blue ink by the authorized signatory (e-signatures are acceptable) 	<input checked="" type="checkbox"/>
Optional:		
13	Governing Board Resolution (Appendix E) <i>Note: The Governing Board Resolution is due prior to contract execution but is <u>not</u> required at the time of proposal submission.</i>	<input type="checkbox"/>

I have reviewed this checklist and verified that all required items are included in this proposal packet.

X *Leslie L. Chapman*
Applicant Authorized Signature (Blue Ink Only or E-signature) (see Applicant Information Form, Part O, next page)

*****ATTACHMENTS OTHER THAN THOSE LISTED ABOVE OR MORE THAN THE
ALLOWED PAGE LIMIT WILL NOT BE CONSIDERED*****

**Proposition 64 Public Health & Safety Grant Program
Applicant Information Form**

A. APPLICANT: City of <Name> or <Name> County		B. TAX IDENTIFICATION NUMBER:	
NAME OF APPLICANT Inyo County		TAX IDENTIFICATION # 956005445	
STREET ADDRESS 163 May St.	CITY Bishop	STATE CA	ZIP CODE 93514
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
C. PROJECT TITLE:	Healing through Outdoor activities, Prevention, and Engagement		
D. PROJECT SUMMARY (100-150 words):	E. GRANT FUNDS REQUESTED:	\$ 779,537	
Inyo County Health and Human Services and the Probation Department have teamed up to apply for funds to be used for new and expanded programs to our area youth. HHS and Probation have a strong collaboration history and look forward to continuing to provide programs for youth. This project will provide the needed funds to expand an existing mentor program, create a new peer mentoring program, and expand an existing outdoor program to include an outdoor adventure experience with a peer leadership component. In addition, funds will be used to provide other activities like arts, music, farm-to-table, after-school enrichment, leadership, and life skills programs. Our target population for this program is school-aged youth, elementary through high school, who are referred to the program due to identified risk factors by school counselors or staff, HHS Behavioral Health, and other county programs.			
F. PROJECT PURPOSE AREA 1- YOUTH DEVELOPMENT/YOUTH PREVENTION & INTERVENTION (MANDATORY): Must be at least 10% of the amount in Section E			\$ 634,637
G. PROJECT PURPOSE AREAS 2, 3, & 4 (In addition to PPA 1, check all that apply for the proposed project)			
<input checked="" type="checkbox"/> PPA 2: Public Health <input checked="" type="checkbox"/> PPA 3: Public Safety <input type="checkbox"/> PPA 4: Environmental Impact			
H. LEAD PUBLIC AGENCY:		Inyo County Probation Department	
I. PROJECT DIRECTOR:			
NAME Jeffrey L. Thomson	TITLE Chief Probation Officer	DEPARTMENT/AGENCY Inyo County Probation Department	
STREET ADDRESS 918 N.Main Street	CITY Bishop		
STATE CA	ZIP CODE 93514	TELEPHONE NUMBER 7608724111	
EMAIL ADDRESS jthomson@inyocounty.us			
J. FINANCIAL OFFICER:			
NAME Krystal Leonard	TITLE Administrative Analyst II	DEPARTMENT/AGENCY Inyo County Probation Department	
STREET ADDRESS 918 N.Main Street	CITY Bishop		
STATE CA	ZIP CODE 93514	TELEPHONE NUMBER 7608724111	
EMAIL ADDRESS kleonard@inyocounty.us			
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

K. DAY-TO-DAY PROGRAM CONTACT:


NAME Jeffrey L. Thomson	TITLE Chief Probation Officer	DEPARTMENT/AGENCY Inyo County Probation Department
STREET ADDRESS 918 N. Main Street		CITY Bishop
STATE CA	ZIP CODE 93514	TELEPHONE NUMBER 7608724111
EMAIL ADDRESS jthomson@inyocounty.us		

L. DAY-TO-DAY FISCAL CONTACT:

NAME Krystal Leonard	TITLE Administrative Analyst II	DEPARTMENT/AGENCY Inyo County Probation Department
STREET ADDRESS 918 N. Main Street		CITY Bishop
STATE CA	ZIP CODE 93514	TELEPHONE NUMBER 7608724111
EMAIL ADDRESS kleonard@inyocounty.us		

M. AUTHORIZED SIGNATURE*:

By signing this application, I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.

NAME OF AUTHORIZED OFFICER Leslie Chapman	TITLE Assistant CAO	TELEPHONE NUMBER 7608780291
STREET ADDRESS 163 May St.	CITY Bishop	STATE CA
EMAIL ADDRESS lchapman@inyocounty.us		ZIP CODE 93514
SIGNATURE (Blue Ink Only or E-signature) 		DATE January 28, 2021

* Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant.

Proposition 64 Public Health & Safety Grant Program Request for Proposals Document

Proposal Abstract

The Proposal Abstract may not exceed one (1) page.

Inyo County Probation has an excellent track record of engaging youth in prevention activities and collaborating with other agencies and community-based organizations. For this project, Inyo County Probation proposes to collaborate with Inyo County Health & Human Services (HHS) to build on existing, successful youth prevention programs and expand our reach to address the effects of the passage of Proposition 64 and local ordinances authorizing commercial recreational cannabis businesses. The rates of marijuana use among youth in our county have begun to increase since the passage of Prop 64. Our youth, particularly underserved youth, are experiencing the harms of Prop 64. Our project will focus on Project Purpose Area 1 – Youth Development/Prevention and Intervention and will include youth mentoring, youth outdoor activities, and afterschool programs for school-aged youth. Our project will also include PPA 3 – Public Safety. Our project aims to reduce the risk factors and raise the protective factors for youth through evidence-based or promising programs and practices to prevent substance use disorders in our population. One feature of our project is expanding our youth outdoor program. Probation and HHS have successfully collaborated in recent years to offer beneficial outdoor activities, such as hiking, kayaking, and rock climbing, for youth with risk factors and youth with system involvement. Visitors travel from around the world to our area to see and experience the landscape, but many Inyo County youth do not have the opportunity to experience the natural beauty at their back door. Inyo County Departments are in a unique position to engage youth with outdoor experiences that lead to positive outcomes in their lives. Inyo County is a very rural, remote, frontier county with vast geography and relatively few resources for youth prevention efforts. Our current prevention programs operate on a tight budget, with minimal staffing and limited activities for youth. With this funding, we will be able to offer many more services for our youth and show even better outcomes.

Proposal Narrative

The Proposal Narrative section may not exceed eight (8) pages in totality. See pages 19-20 for corresponding Rating Factors and Criteria.

1. Project Need (Percent of Total Value: 25%)

Proposition 64 has placed the youth of Inyo County at risk. Inyo County voters approved a measure in 2016 advising the county board of supervisors to develop regulations allowing commercial recreational cannabis businesses in the unincorporated areas of Inyo County. Since Prop 64 passed in 2016 and the Inyo County Board of Supervisors passed cannabis ordinances in 2018, marijuana use among Inyo County youth as measured by the California Health Kids Survey has increased every year. From 2018/19 to 2019/20, marijuana use increased by 6% among 7th graders, 4% among 9th graders, and 2% among 11th graders, and 17% among students in non-traditional schools (CHKS 2018/19; CHKS 2019/20). At the same time, perception of harm of marijuana use among Inyo County youth has decreased. From 2018/19 to 2019/20, perception of harm to use marijuana occasionally decreased 4% among 7th graders, 2% among 9th graders, and 3% among 11th graders (CHKS 2018/19; CHKS 2019/20). Before Prop 64, marijuana use, along with use of other substances, was trending downward among Inyo County youth over time, and perception of harm was roughly staying the same. These two measures are alarming and demonstrate the need to protect our youth from potential harms and invest in healthy youth development to counteract the effects of Prop 64.

Prop 64 is disproportionately affecting ethnic minority youth in Inyo County. A greater percentage of ethnic minority youth, including youth identifying as Hispanic or Native American, report using marijuana compared to white youth according to the California Healthy Kids Survey. In 2019/20, 10% of Hispanic students and 8% of American Indian students reported marijuana use compared with 1% of white students in grade 7 (CHKS 2019/20). This data point warrants a closer look and a culturally relevant, trauma-informed, and targeted approach to youth prevention efforts. On top of everything else, the COVID-19 pandemic is exacerbating the risk factors that promote substance use disorders and worsening the equity gap, especially for children. Acting now to bolster youth prevention efforts, especially for underserved populations, is critical and timely.

With this project we propose to focus on PPA 1 and PPA 3. Our project activities aim to reduce the risk factors and raise the protective factors for youth to prevent substance use disorders in our population. Risk factors include youth marijuana use and lack of opportunities for substance-free alternative activities. Protective factors include positive relationships with adults, school/social connectedness, and involvement in substance-free alternative activities. We have based our programs on these evidence-based strategies, and our intention is to build on existing programs to expand our reach.

Our county needs more youth prevention efforts to address the impact of Prop 64. Inyo County is a very rural, remote, frontier county with vast geography and relatively few resources for youth prevention efforts. Childcare, afterschool programs, and summer camps/programs for children are all limited. Many children return home after school unsupervised and do not have opportunities for structured extracurricular activities. Some children have never experienced the many outdoor recreational activities available in our area. Currently, the Inyo County Substance Use Disorder Prevention Program receives a small amount of funding and employs two part-time Prevention Specialists, 0.73 FTE and 0.4 FTE, to run programs throughout the county. One position coordinates the programs, and the other position assists. These are strong programs constrained in size and reach due to limited funding. We could have a much greater reach to protect our youth from the harms of Prop 64 if we had additional staff and increased funding.

Inyo County Probation and HHS Public Health & Prevention collaborated to form this proposal in consultation with members of multiple organizations and schools with whom we have close working relationships. To gather input for this proposal, we had meetings with representatives of Bishop Unified School District, Bishop Paiute Tribe, Inyo County HHS Behavioral Health, Inyo Council for the Arts, Sacred Rok non-profit organization, and University of California Extension Master Gardeners of Inyo and Mono Counties. Writing this proposal has been a collaborative process, and if we have the opportunity to move forward with this project, we will continue to involve and solicit input from community members, key stakeholders, and community-based organizations.

2. Project Description (Percent of Total Value: 50%)

Our proposed project includes PPA 1: youth mentoring, youth outdoor activities, and afterschool programs, as well as PPA 3: public safety. The purpose of the project is to

counteract the effects of the passage of Prop 64 on youth in our county by reducing the risk factors and promoting the protective factors to prevent youth substance use and substance use disorders, especially among high-risk youth and underserved youth. Many of these project activities tie into one another and are mutually reinforcing. The project also includes activities to protect the public and includes funds for protective safety equipment and other supplies for law enforcement.

Youth Mentoring: HHS currently provides the Inyo County Mentor Program with one dedicated part-time Coordinator on staff. The Mentor Program is a youth mentoring program for school-aged youth countywide. The Coordinator recruits, vets, and matches adult volunteers in the community with youth through a rigorous process. The program has flourished in the last five years, and we are now up to 30 adult volunteer mentors donating their time to the community. We offer both community mentoring and school-based mentoring throughout the Owens Valley, in Bishop, Big Pine, Independence, and Lone Pine.

The Mentor Program follows the Big Brothers Big Sisters model, which is evidence-based and a proven program with years of research and evidence behind it, but we do not meet the requirements at this time due to our small program size to become an official Big Brothers Big Sisters Program.

We would like to expand the program by changing the Coordinator position from a part-time position to full-time, from 0.73 FTE to 1.0 FTE. This will allow staff to spend additional time in the southern part of the county and build up the program there. The current Coordinator is at capacity with 30 mentor matches (30 volunteers and 30 youth) to support and oversee and cannot accept more volunteers into the program unless we expand. The beautiful thing about the program is that our community is so generous, we are able to rely mostly on volunteers to make the program work and still limit the staff time and funding needed as the volunteers are donating their time to connect with youth.

We also propose to initiate a peer mentoring component in concert with the afterschool programs. The Coordinator will recruit high school-aged youth to assist with the elementary afterschool programs, providing positive role models for the elementary school-aged youth and opportunities for volunteerism and healthy youth development for the high school-aged youth. High school students will earn their required community service credits for volunteering.

The target population for this program is school-aged youth, elementary through high school, who are referred to the program due to identified risk factors by school counselors or staff, HHS Behavioral Health, and other county programs. The program is countywide. Youth can also refer themselves, or parents can refer them. We elected to use a referral system in order to be selective because the program has limited resources and must focus on youth with the highest need.

One of our objectives in this proposal is to serve 45 youth and recruit 45 volunteer adult mentors in total with this program with the help of the grant. Another objective is to start the peer mentoring component of this program and recruit 5 high school-aged youth to assist with the afterschool programs the first year in Bishop and then expand each year after that to other schools in the Owens Valley.

Outdoor Program: HHS, in collaboration with Probation, operates the Inyo County Outdoor Program, with activities once or twice per week during the summer and once per month throughout the year. Activities include rock climbing, hiking, kayaking, fishing, bighorn sheep watching, naturalist talks, cultural and archaeological talks, and spring and summer day camps and overnight camps. The Outdoor Program has engaged as many as 80 individual youth in the program in one year, with many of them joining in more than one activity. The program maintains a high ratio of staff to youth and mandates high quality backcountry first aid and risk management training for staff. The target population has most likely suffered some sort of trauma in their lifetimes, and research shows outdoor activities and physical activity help treat trauma in youth.

We would like to expand the Outdoor Program by expanding the staff time devoted to the program and by increasing funding for outdoor activities. We propose to add an additional part-time staff person at 0.73 FTE to coordinate the Outdoor Program countywide and double the number of activities we offer each year. Increasing funding will allow us to increase the number and variety of outdoor activities we offer and the number of youth we can engage in the program. Currently, we arrange one spring overnight camp and one summer day camp per year. We propose to plan two additional camps each year. We propose to add a Youth Outdoor Leadership component to the Outdoor Program, in order to include more older youth in the program as peer mentors and chaperones. Youth Outdoor Leaders will receive outdoor training and a stipend each summer they assist with the program.

We also propose to subcontract with Sacred Rok, a local nonprofit organization run by an elite rock climber, to take youth out on rock climbing day excursions, day hikes and overnight excursions. Sacred Rok is staffed by rock climbing experts and will provide safe outings that appeal to youth, especially older youth.

The target population for the program is similar to the Mentor Program, school-aged youth with the focus on youth referred to the program due to risk factors. The program is countywide and offers activities in north county, south county, and the far southeastern part of the county. Multiple county programs work together to make the Outdoor Program possible and invite youth involved in Probation, HHS Behavioral Health, HHS Prevention, and other programs. The county will conduct special outreach to encourage participation by Hispanic and Native American youth.

Our objectives are to engage 120 youth total in the program each year of the grant and double the number of outdoor activities each year, a total of 40 activities including 4 spring and summer camps.

Afterschool Programs: Probation already provides some afterschool activities throughout the county, such as one-on-one early intervention sessions, art, cooking, and bike repair classes for older youth, and we propose to build on the programs that exist and work together to initiate new programs. We propose to develop and launch a weekly afterschool program at Bishop Elementary School 3 days per week throughout the school year that will include enrichment, healthy lifestyle reinforcement, and life skills development. We plan to start the program in Bishop, the main population center in Inyo County, the first year and then expand to other schools in the Owens Valley the following years.

The target population for this program will be elementary school-aged children and Bishop Elementary School the first year of the grant. The program will be open to children from low-income households with a limit on the number we can accept into the program based on staffing. Probation, HHS, and Bishop Unified School District staff, subcontractors from community-based organizations, and high school-aged peer mentors will help with this program.

We have not yet determined the number of students we can serve with this program, but our goal would be to start with at least 25 youth in the program the first year.

Rationale: The Inyo County Mentor Program, as previously stated, follows the Big Brothers Big Sisters model, which is a proven program.

The Inyo County Outdoor Program is a local, innovative program and a promising practice. It capitalizes on the unique characteristics of Inyo County to expose our underserved youth to nature, interesting and new experiences, and social connections and sense of belonging. It falls under three general categories of research that demonstrate potential positive connections between outdoor activities and substance use disorder prevention: outdoor activity and healthy development; outdoor and physical activity programs; and alternative activities. "Green exercise," or activity in the presence of nature, improves young people's self-esteem and mood, even from short activities (Barton and Pretty 2010). People have a more positive outlook on life and higher life satisfaction when in proximity to nature, and exposure to nature enhances one's ability to cope with and recover from stress. Outdoor or green activities can also improve feelings of social connectedness and community cohesion (Maller, et al. 2006). Youth who participate in outdoor education programs demonstrate increased self-esteem, conflict resolution skills, and critical thinking skills (American Institutes of Research 2005; Athman and Monroe 2004). A diverse body of research links the camp experience to positive social-emotional development, career development, health and physical activity outcomes, learning and academic outcomes, resilience, and social-cultural understanding (Garst, et al. 2016). Many youth cite boredom or enjoyment as reasons for using drugs, suggesting that alternative activities are an important part of prevention planning (McIntosh, et al. 2005). Structured recreation activities are associated with multiple developmental outcomes that contribute to a lowered risk of substance use, school failure, and delinquency. These include identity development, autonomy, conflict-resolution skills, community attachment, and initiative and persistence (Witt and Caldwell 2010). Our program already incorporates many of these aspects of youth prevention and is especially promising for high-risk youth in terms of coping with trauma and stress.

Afterschool programs have existed for many years, and there are multiple avenues of research showing a correlation between afterschool and benefits for children, including prevention of substance use disorders, depending on the makeup of the program. Some of the important developmental outcomes associated with afterschool include life skills, social emotional competency, positive school connectedness, and academic

achievement, among others. Among high-risk youth, programs that build behavioral life skills, as well as (or including) recreation-focused programs, have a positive effect on preventing substance use and increasing school connectedness. Programs that focus on building positive peer-to-peer and youth-adult connections are promising, especially when they emphasize youth team-based or team-building activities (Springer, et al. 2004). Youth who participate in organized group activities are less likely to smoke cigarettes, drink alcohol, and smoke marijuana compared to their peers (Elder, et al. 2000). Group activities in a community development context can help youth develop several protective factors against substance use and other risky behaviors, including a sense of social connectedness; a sense of mastery and intrinsic motivation; and a sense of self-worth and mattering (Witt and Caldwell 2018). Our proposed afterschool programs will include many of these promising strategies, such as life skills, physical activity, recreational activity, peer mentoring, structured group activities, and team-building activities.

Existing Resources: Our proposed project will utilize existing staff, including two part-time HHS Prevention Specialists, 0.73 FTE and 0.4 FTE, and six Probation Rehabilitation Specialists, and expand on existing programs, mainly the Mentor Program and Outdoor Program.

Partnerships: Probation, in collaboration with HHS, plans to partner with Inyo Council for the Arts, University of California Extension Master Gardeners of Inyo and Mono Counties, and Bishop Unified School District to provide enriching afterschool activities throughout the school year as part of the proposed afterschool programs. These entities have submitted Letters of Support, which we have available for review. HHS will continue to partner with school districts throughout Inyo County to coordinate school-based mentoring and receive referrals for the Mentor Program. HHS will continue to partner with Bishop Paiute Tribe in mentoring and outdoor activities. Due to our existing collaboration and partnerships, we are in a position to be effective in expanding and sustaining these programs into the future.

3. Project Evaluation (Percent of Total Value: 15%)

Probation will take the role of the lead agency on this grant and will be responsible for monitoring the project through implementation and service delivery period. Probation will

select and subcontract with an outside evaluator, as recommended by the funder, to evaluate the effectiveness of the program overall. The outside evaluator will gather the evaluation components of the project, such as program surveys and program records, at the end of the service delivery period and conduct an assessment of whether or not the strategy that was implemented achieved the intended outcomes.

Probation and HHS will work together to develop, implement, deliver, and evaluate services associated with this project. The proposed full-time HHS Prevention Specialist, serving as the Mentor Program Coordinator, will provide quarterly reports to Probation, the lead agency, on the implementation of the Mentor Program. The proposed part-time HHS Prevention Specialist, serving as the Outdoor Program Coordinator, will provide quarterly reports to Probation on the implementation of the Outdoor Program. Probation and HHS supervisors will jointly coordinate reporting on the afterschool programs on a quarterly basis. Program staff will keep program records of attendance and number of activities on a regular basis and will conduct program surveys on an annual basis. Probation and HHS will work with our partners, such as Bishop Unified School District and other school districts, to have access to the data mentioned below, including the annual California Healthy Kids Survey and student referrals.

We have identified project goals and objectives, including process and outcome measures, that are directly linked to the intent and need of the grant in the Project Work Plan below. Process measures include program participation in each of the programs, the number and reach of activities each of the programs offer, and program satisfaction as measured by annual program surveys. Outcome measures include the percentage of ethnic minority youth reporting marijuana use, the percentage of ethnic minority youth reporting caring adults in school, and the percentage of ethnic minority youth reporting positive school connectedness according to the California Healthy Kids Survey, administered annually in Inyo County. We will also track the number of youth referred to the School Attendance Review Board and the number of youth referred for behavior issues in school on an annual basis. These measures reflect the effects of the passage of Prop 64 on our youth and the risk and protective factors we have identified to counteract these effects.

Prop 64 PH&S Grant Program Request for Proposals Project Work Plan

The Project Work Plan may not exceed two (2) pages. See Appendix L for full instructions.

(1) Goal:	Reduce the risk factor of youth marijuana use in Inyo County.			
Objectives (A., B., etc.)	<p>A. By April 30, 2024, measure a 2% decrease in the percentage of ethnic minority youth countywide reporting current marijuana use according to the California Healthy Kids Survey.</p> <p>B. By April 30, 2024, measure a 10% decrease in the number of school referrals for marijuana use countywide as measured by school records.</p>			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
Inyo County Mentor Program Inyo County Outdoor Program Afterschool programs		Probation and HHS	May 1, 2021	April 30, 2024
(2) Goal:	Increase the protective factor of positive relationships with adults among Inyo County youth.			
Objectives (A., B., etc.)	<p>A. By April 30, 2024, measure a 5% decrease in the number of youth countywide referred for persistent school attendance problems as measured by the Inyo County School Attendance Review Board.</p> <p>B. By April 30, 2024, measure a 2% increase in the percentage of ethnic minority youth countywide reporting caring adults in school as measured by the California Healthy Kids Survey.</p> <p>B. By April 30, 2024, increase overall program participation by 50% with at least 45 mentors participating and 45 youth participating as measured by Inyo County Mentor Program records.</p> <p>C. At the end of each school year, measure at least a 90% satisfaction rate with the program as measured by Inyo County Mentor Program surveys of youth and mentors.</p>			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
Inyo County Mentor Program		HHS	May 1, 2021	April 30, 2024
(3) Goal:	Increase the protective factor of involvement in substance-free alternative activities among Inyo County youth.			
Objectives (A., B., etc.)	<p>A. By April 30, 2024, measure a 10% decrease in the number of youth referrals for behavior issues at the Bishop Elementary School among grades 1 through 5 as measured by the school guidance counselor.</p> <p>B. By April 30, 2024, measure a 2% increase in the percentage of ethnic minority youth countywide reporting positive school connectedness as measured by the California Healthy Kids Survey.</p> <p>C. By August 16, 2021, coordinate and launch an afterschool program that includes enrichment and skill-building activities at Bishop Elementary School. By April 30, 2024, expand to 2 other schools up and down Owens Valley.</p> <p>D. By January 1, 2022, develop and launch a peer mentoring component to the Inyo County Mentor Program, to involve high school-aged youth in the elementary afterschool programs as positive role models.</p> <p>E. By January 1, 2022, double the number of Inyo County Outdoor Program camps and outdoor activities offered each year as measured by program records with 4 camps and 40 outings total per year.</p> <p>F. By September 1, 2022, increase participation in the Inyo County Outdoor Program by 50% with at least 120 youth participating as measured by program records.</p>			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
Afterschool programs Inyo County Outdoor Program		Probation and HHS	May 1, 2021	April 30, 2024

(4) Goal:	Project Sustainability		
Objectives (A., B., etc.)	A.By April 30, 2024, secure funding to help sustain the program and services funded by the prop 64 grant after the grant program ends.		
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
Regular updates to the County Board of Supervisors. Our Board is very conscious of the County's efforts to work with the youth using evidence based programs for better outcomes. The Board has been proactive and innovative in the past. It is hoped that the Board will see the value in these prevention programs and prioritize future expenditures to see them continue.	Probation/HHS	August 1, 2021	April 30, 2024
Continue partnerships with Health and Human Services, the Office of Education, the Inyo Council for the Arts, the Native American Tribes, UC Davis and Master Gardeners, numerous other agencies, and CBO's within the County to leverage any prevention funds in an effort to sustain this project.	Probation/HHS /Partner Agencies	May 1, 2021	April 30,2024
Continue to look for additional funding from other sources, not only to sustain these enhanced programs, but for new programs that will benefit Inyo County youth and families.	Probation/HHS	May 1, 2021	April 30, 2024

Proposal Budget

4. Project Budget – Table and Narrative (Percent of Total Value: 10%)

A. Budget Table (use the table provided below): Applicants are limited to the use of the Line Item categories listed and are not required to request funds for every Line Item listed. If a budget line item is not applicable for the proposed project, complete with entering \$0.

Total Grant Funds Requested: Complete this column, for the total grant funds requested for the full 3-Year grant funding term (May 1, 2021 to April 30, 2024) for all grant related activities/items. The Total amount for this column must equal the dollar amount provided in Section E of the Application Information Form. Use whole numbers only.

Grant Funds Proposed for PPA 1 (Youth Development/Youth Prevention & Intervention):

Of the grant funds requested within each line item for the “Total Grant Funds Requested” column, complete this column for the grant funds to be used specifically for the mandatory PPA 1- Youth Development/Youth Prevention & Intervention for the full 3-Year grant funding term (May 1, 2021 to April 30, 2024). This column MUST total at least ten percent (10%) of the Total Grant Funds Requested column and must equal the dollar amount provided in Section F of the Application Information Form. Use whole numbers only.

Please verify total amounts as columns do not auto-calculate.

PROPOSED BUDGET LINE ITEMS	GRANT FUNDS REQUESTED		*GRANT FUNDS PROPOSED FOR PPA 1
1. Salaries and Benefits	\$ 294,697	→	\$ 294,697
2. Services and Supplies	\$ 99,000	→	\$ 99,000
3. Professional Services	\$ 80,580	→	\$ 80,580
4. Non-Governmental Organizations (NGO) Contracts	\$ 90,360	→	\$ 90,360
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$ 60,000	→	\$ 0
6. Equipment / Fixed Assets	\$ 96,300	→	\$ 70,000
7. Data Collection / Enhancement	\$ 0	→	\$ 0
8. Program Evaluation	\$ 20,000	→	\$ 0
9. Sustainability Planning	\$ 0	→	\$ 0
10. Other (include travel & training costs)	\$ 13,600	→	\$ 0
11. Financial Audit	\$ 25,000	→	\$

	TOTAL	\$ 779,537	→	\$ 634,637 *
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* This column **MUST** total at least ten percent (10%) of the Total Grant Funds Requested.

Budget Narrative

The Budget Narrative may not exceed four (4) pages. Dollar amounts must be in whole numbers and match the corresponding Line Item amounts provided in the Budget Table.

1. **Salaries and Benefits:** \$ 284,697

Enhanced Youth Outdoor Program

Pay the difference of a Full time Prevention Specialist, 40 hours a week, moving from a part-time B-par status, 29 hours a week, to oversee, enhance, and coordinate the Outdoor program. Current salary, including benefits, is approximately \$54,393 a year. Full time Salary with benefits is approximately \$94,899 per year. The difference would be approximately \$40,505, for one year that the Grant would fund. The position would work 11 hours per week with grant funds to coordinate the increase in Outdoor Programs.

Enhanced Youth Mentoring Program

Hire a new Part-time B-par position, 29 hours per week, to oversee, enhance, and coordinate the current Mentor Program. The salary, including benefits, would be approximately \$54,393 per year. The position would work 29 hours per week with grant funds to coordinate the Enhanced youth Mentors and Peer Mentors.

$\$40,506 + \$54,393 = \$94,899$ per year x 3 years = \$284,697 TOTAL

2. **Services and Supplies:** \$ 99,000

Enhanced Youth Mentoring Program

Will create a Lunch Pal Program for Mentors to eat lunch with their Mentees at school and in the communities once a month to help bond.

The cost will be approximately \$5 per lunch once a month with a total of approximately 58 projected Mentors which would include the Peer Mentors

Lunch Pal Program \$3,500 per year x 3 years = \$10,500 TOTAL

Enhanced Youth Outdoor Program

Will create a first aid program for the Outdoor Program youth so the youth will be prepared for accidents that occur from time to time in the outdoors. The cost would be approximately \$100 per youth with 20 youth per year taking the course.

First Aid Program \$2,000 per year x 3 years = \$6,000 TOTAL

Will double the current budget of \$7,500 per year to a total of \$15,000 per year for Youth Day Camps and Youth Over Night Camps. This will allow for more at risk youth to benefit from the program.

Youth Camp Program \$15,000 per year x 3 years = \$45,000 TOTAL

Will create a Youth Gear Lending Program. Will purchase outdoor gear for youth to be able to lend each youth for their outdoor excursions. This would include but not limited to backpacks, sleeping bags, gloves, hats, fishing gear, hiking boots and assorted other outdoor gear.

Youth Gear lending program \$5,000 per year x 3 years = \$15,000 TOTAL

Enhanced Afterschool Program

Supplies and tools for Gardening Program. Including but not limited to hoses, water systems, shovels, hoes, spades, wheel barrows, hats, gloves, growing pots and bags, and fencing. The cost would be approximately \$1,000 per year .

Supplies for Garden Program \$1,000 per year x 3 years = \$3,000 TOTAL

Soil for Gardens. Cost would be approximately \$300 per year

Soil for Garden Program \$300 per year x 3 years = \$900 TOTAL

Plants and seeds for Gardens. Cost for seeds and plants would be approximately \$200 per year.

Soil for Garden Program \$200 per year x 3 years = \$600 TOTAL

Purchase books and workbooks for Master Garden Program curriculum. The cost of the books and workbooks are approximately \$40 per book. We intend to include 120 students per year for a total of \$4,800 per year.

Books and Workbooks for Master Garden Program \$4,800 per year x 3 years = \$14,400 TOTAL

Will pay for 2 cell phone contracts for the coordinators of the Mentor program and the Coordinator of the Outdoor Program at \$600 per year each.

Cell phone contracts for 2 cell phones \$1,200 per year x 3 years = \$3,600 TOTAL

3. Professional Services: \$ 80,580

Enhanced Afterschool Program

Will pay a UC Davis Master Gardener Assistant Coordinator \$25 per hour for 10 hours per week for a total of \$13,000 per year to help coordinate Master Gardener

volunteers to instruct youth in Gardening and to provide some in classroom instruction.

Assistant Master Gardener \$13,000 per year x 3 years = \$39,000 TOTAL

Will pay Bishop Unified School District for staff to conduct afterschool enrichment classes for 1st thru 5th graders at Bishop Elementary School. \$35 per hour for 3 staff 3 hours per day 44 weeks a year for a total of \$13,860 per year.

Bishop Elementary staff \$13,860 per year x 3 years = \$41,580 TOTAL

4. Non-Governmental Organizations (NGO) Contracts: \$ 90,360

Enhanced Youth Outdoor Program

Would contract with Sacred Rok, a private non-profit for \$15,000 per year to take less privileged youth outdoors year round.

Sacred Rok contract \$15,000 per year x 3 years = \$45,000 TOTAL

Enhanced Afterschool Program

Would contract with Inyo Council for the Arts (ICA) to pay local artists to instruct youth in the Arts afterschool, 1st thru 5th graders. This would pay 6 instructors \$35 per hour for two hours per day for 36 weeks per year for a total of \$15,120 per year.

ICA contract \$15,120 per year x 3 years = \$45,360 TOTAL

5. Indirect Costs (not to exceed 10% of the actual total direct project costs): \$ 60,000

Due to the significant amount of administrative time that will be involved, \$20,000 per year will be allocated and included in the grant proposal for administrative costs.

Administrative Costs \$20,000 per year x 3 years = \$60,000 TOTAL

6. Equipment / Fixed Assets: \$ 96,300

Enhanced Youth Outdoor Program

Currently Inyo County does not have an off road four wheel vehicle that has the ability to transport a number of youth to the off road destinations for our outdoor program. A full size 4 wheel drive vehicle will allow for the outdoor program to reach far more of the fantastic destinations within our beautiful county. A full size 4 wheel drive that seats 8, costs approximately \$70,000.

8 passenger 4 wheel drive vehicle = \$70,000 TOTAL

PUBLIC SAFETY/OFFICER SAFETY

Inyo County is an isolated large demographic county. We transport adults more than 40 miles to the Jail and transport youth over 180 miles to detention Facilities in other Counties. Therefore, Officer Safety is a must.

We will be purchasing 3 vehicle cameras for our transportation vehicles at \$4,000 each.

Vehicle cameras at \$4,000 x 3 = \$12,000 TOTAL

We will be purchasing body armor for our 9 transportation officers at \$1,100 each.

Body Armor at \$1,100 each x 9 = \$9,900 TOTAL

We will be purchasing 2 laptop computers for the two employees in the Mentor program and the Outdoor program @ \$2,200 each.

Laptop computers @ \$2,200 each x 2 = \$4,400 TOTAL

7. Data Collection / Enhancement: \$ 0

NA

8. Program Evaluation: \$ 20,000

We will be using an outside agency for the end of Project Program Evaluation.

End of project Audit = \$20,000 TOTAL

9. Sustainability Planning: \$ 0

NA

10. Other (include travel and training costs): \$ 13,600

Inyo County is a large demographic County. We will need approximately \$4,000 per year to offset transportation costs for volunteers in all of the Youth programs that we will be enhancing throughout Inyo County.

Transportation costs at \$4,000 per year x 3 = \$12,000 TOTAL

Inyo County will be sending 4 staff to the Grantee Orientation in Sacramento at \$400 per person.

Grantee Orientation \$400 person x 4 = \$1,600 TOTAL

11. Financial Audit: \$ 25,000

We will be using an outside agency for the end of Project Audit.

End of project Audit = \$25,000 TOTAL

Additional RFP Information – Works Cited

- American Institutes of Research.** (2005). Effects of Outdoor Education Programs for Children in California. Sacramento, California. Available: <http://bit.ly/1phmfAO>
- Athman, J., & Monroe, M. (2004). The effect of environment based education on student critical thinking skills and disposition toward critical thinking. **Environmental Education Research**, 10(4), 507-522. doi: 10.1080/1350462042000291038
- Barton, J., & Pretty, J. (2010). What is the best dose of nature and green exercise for improving mental health? A multi study analysis. **Environmental Science & Technology**, 44(10), 3947-3955.
- Elder, C., Leaver-Dunn, D., Wang, M. Q., Nagy, S., & Green, L. (March 2000). Organized Group Activity as a Protective Factor Against Adolescent Substance Use. **American Journal of Health Behavior**, 24(2): 108-113. <https://doi.org/10.5993/AJHB.24.2.3>
- Garst, B. A., Gagnon, R. J., & Whittington, A. (2016). A Closer Look at the Camp Experience: Examining Relationships Between Life Skills, Elements of Positive Youth Development, and Antecedents of Change Among Camp Alumni. **Journal of Outdoor Recreation, Education, and Leadership**, 8(2): 180-199. <https://doi.org/10.18666/JOREL-2016-V8-I2-7694>
- Maller, C., Townsend, M., Pryor, A., Brown, P., & St. Leger, L. (March 2006). Healthy nature healthy people: “contact with nature” as an upstream health promotion intervention for populations. **Health Promotion International**, 21(1): 45-54. doi: 10.1093/heapro/dai032
- McIntosh, J., MacDonald, F., & McKeganey, N. (2005). The reasons why children in their pre and early teenage years do or do not use illegal drugs. **International Journal of Drug Policy**, 16(4), 254-261.
- Springer, J. F., Sale, E., Hermann, J., Sambrano, S., Kasim, R., & Nistler, M. (October 2004). Characteristics of Effective Substance Abuse Prevention Programs for High-Risk Youth. **Journal of Primary Prevention**, 25(2), 171-194.
- Witt, P. A., & Caldwell, L. (2010). The Rationale for Recreation Services for Youth: An Evidenced Based Approach. **Research Series. National Recreation and Park Association.**
- Witt, P. A., & Caldwell, L. (eds). **Youth Development: Principles and Practices in Out-of-School Time Settings**. 2nd Ed. Urbana, IL, Sagamore-Venture Publishing LLC, 2018.

County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

*Children's Social Services- CPS, FIRST (Wraparound) & Resource Family
Approval*

*162-J Grove Street, Bishop CA 93514
TEL: (760) 872-1727 FAX: (760)872-1749*

Marilyn Mann, Director

mmann@inyocounty.us



January 28, 2021

Board of State and Community Corrections
State of California
2590 Venture Oaks Way, Suite 200
Sacramento, California 95833

To Whom It May Concern:

Inyo County Department of Health and Human Services (HHS) is pleased to apply for funding to provide needed program and services to our area youth. In rural isolated areas such as Inyo County, resources are extremely limited and oftentimes we are not able to provide programs that focus on prevention. If approved, the funding provided by the Prop. 64 Public Health and Safety Grant will provide many exciting new programs and services to Inyo County's most vulnerable youth and families. Our HHS Department has an excellent working relationship with the Probation Department, and we have collaborated together on several successful programs and projects.

We look forward to working with Probation and our other partner agencies in implementing the programs and services as outlined in the grant proposal. As you may know, any successful County program is dependent on the commitment of the leadership and those who provide the direct services. The Inyo County Administrative Officer has provided his approval and commitment to support the HHS and Probation Departments in implementing the proposed programs and services if selected to receive grant funds. As a leader in Health and Human Services, I am committed to provide the necessary resources including staff and equipment in an effort to insure the successful implementation of the proposed programs and services.

The more we can support our youth in accessing open spaces, experiencing nature, and having fun, the less likely they will become involved in the juvenile justice system. Providing our youth with meaningful afterschool programs and showing them that there are adults who care about them and believe in them, increases the likelihood that they will experience success in their choices as adults. This is why we are committed to making sure that these programs and services will be implemented

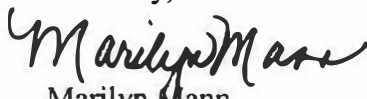
effectively and efficiently.

My personal commitment, as well as my team commitment to the Inyo County Prevention Project includes:

1. Serve on the Evaluation Team for the grant as needed, including helping to involve as many voices as possible to provide input into the assessment of our program implementation success.
2. Help to conduct surveys, interviews, or focus groups with youth and their families.
3. Review the findings from these input gathering activities and help interpret what the findings mean from my experience and knowledge of our community.
4. Provide staffing and equipment resources as needed.
5. Encourage children, youth, young adults, and family members to participate in the proposed programs and services.

The proposed prevention and afterschool project is a priority for our community. HHS is committed to the successful implementation of the proposed programs and services and will provide the necessary resources to help support this wonderful opportunity. Thank you for the opportunity to apply for these important resources.

Sincerely,


Marilyn Mann
Director



ADMINISTRATOR'S OFFICE COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0292 • FAX (760) 878-0456
CLINT QUILTER, COUNTY ADMINISTRATIVE OFFICER
e-mail: cquilter@inyocounty.us



Re: Grantee Assurances

Inyo County does not ban (i.e., prohibit, forbid, or bar):

- ✓ All indoor commercial cannabis cultivation (including mixed light cultivation). Inyo County's authorization for such activities is found in Inyo County Code Chapter 5.40 (adopted 2018).
- ✓ All outdoor commercial cannabis cultivation. Inyo County's authorization for such activities is found in Inyo County Code Chapter 5.40 (adopted 2018).
- ✓ Establishment of business(es) licensed under Division 10 of the Business and Professions Code Regulation(s). Inyo County's authorization for such activities is found in Inyo County Code Chapter 5.40 (adopted 2018).
- ✓ Operation of businesses licensed under Division 10 of the Business and Professions Code Regulation(s). Inyo County's authorization for such activities is found in Inyo County Code Chapter 5.40 (adopted 2018).

Documentation detailed above will be provided to the BSCC upon request, or can be found at <http://qcode.us/codes/inyocounty/?view=desktop>.

NAME OF AUTHORIZED OFFICER: Leslie Chapman, Assistant County Administrator

ADDRESS: 168 N. Edwards St., Independence, CA 93526

TELEPHONE NUMBER: 760.878.0292

EMAIL ADDRESS: LChapman@inyocounty.us

AUTHORIZED OFFICER SIGNATURE:

DATE: 1/28/21

x Leslie L. Chapman

APPENDIX F
Certification of Compliance with BSCC Policies
Regarding Debarment, Fraud, Theft, and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.


Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

- I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.
- I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.
- I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE			
(This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
Leslie Chapman	Assistant CAO	7608780291	
STREET ADDRESS	CITY	STATE	ZIP CODE
163 May Street	Bishop	CA	93514
EMAIL ADDRESS			
lchapman@inyocounty.us			
AUTHORIZED OFFICER SIGNATURE ((Blue Ink Only or E-signature))			DATE
x 			January 28, 2021

APPENDIX A: PROP 64 PH&S SCORING PANEL ROSTER

Name, Title	Organization
Gordon Baranco, Chair, BSCC Board Member	Board of State and Community Corrections
Hollie Hall, Consultant, PhD.	Watershed Resource Specialist Humboldt, Trinity, and Mendocino Counties
Tanja Heitman, Chief Probation Officer	Santa Barbara County
Amy Irani, Director	Environmental Health Nevada County
Shannan Moon, Sheriff	Nevada County
Dave Nielsen, Retired Division/Policy Chief	CA Department Alcohol & Drug Programs, CA Department of Mental Health
Michael Salvador, Police Chief	City of Atwater
Jon Heredia, Chief Legal Officer Adjunct Professor of Cannabis Law	Chief Legal Officer Mirage Medicinal Golden Gate University School of Law
Miranda Rivers, Director of Operations	Trees of Knowledge
Miamah Reed, Youth Services Specialist	Sacramento Unified School District

APPENDIX K
Criteria for Non-Governmental Organizations Receiving
Proposition 64 Public Health and Safety Grant Funds

(Page 1 of 2)

The Proposition 64 Public Health and Safety (Prop 64 PH&S) Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving Prop 64 PH&S funds. The RFP describes these requirements as follows.

Any non-governmental organization that receives Prop 64 PH&S grant funds (as either subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the BSCC or with the Prop 64 PH&S grantee. Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee-subcontractor fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

In the table below, provide the name of the Grantee and list all contracted parties.


Grantee:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to the BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Prop 64 PH&S Grant RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE			
(This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Leslie Chapman	TITLE Assistant CAO	TELEPHONE 7608780291	
STREET ADDRESS 163 May Street	CITY Bishop	STATE CA	ZIP CODE 93514
EMAIL ADDRESS lchapman@inyocounty.us			
SIGNATURE (Blue Ink Only or E-signature) x 			DATE January 28, 2021



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3716

Inyo County Office of Education FY 2023-2024 Contract Probation ACTION REQUIRED

ITEM SUBMITTED BY

Jeffrey Thomson, Chief Probation Officer

ITEM PRESENTED BY

Jeffrey Thomson, Chief Probation Officer

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and Inyo County Office of Education for an Extended Day Program for the period of July 1, 2023 to June 30, 2024 in an amount not to exceed \$21,227.00, contingent upon receipts from the California State Controller's Office and the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

The total estimated allocation for FY 2023-2024 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 40% is provided to the Inyo County Superintendent of Schools for an extended day program, the remaining 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program. Funds from the Juvenile Justice Crime Prevention Act will assist the County Community School in providing an extended day for the students to include behavioral, vocational and social skills training. Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires information from the Inyo County Superintendent of Schools regarding their use of funds as stated in the scope of work of the contract. This information is used by the Probation Department to complete the annual report that is required by the Board of State and Community Corrections.

FISCAL IMPACT:

Funding Source	Non-General Funded	Budget Unit	023000
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
The Revenue and Expenditure will be budgeted in the Fiscal Year 2022-2023 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4489, Expenditure: Professional Services Object Code 5265.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. FY 23-24 Office of Education Contract

APPROVALS:

Krystal Leonard	Created/Initiated - 4/24/2023
Darcy Ellis	Approved - 4/25/2023
Krystal Leonard	Approved - 5/12/2023
John Vallejo	Approved - 5/15/2023
Amy Shepherd	Approved - 5/23/2023
Nate Greenberg	Approved - 5/31/2023
Krystal Leonard	Approved - 5/31/2023
Jeffrey Thomson	Final Approval - 5/31/2023

AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Extended Day Program services of Inyo County Office of Education of Independence, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2023 to June 30, 2024 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 Twenty-one thousand two hundred twenty-seven and no/100***** Dollars

(\$21,227.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Probation</u>	Department
<u>P.O. Box T</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Inyo County Office of Education</u>	Name
<u>P.O. Box G</u>	Address
<u>Independence, CA 93526</u>	City and State

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION**
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By: 
Signature

Barry D. Simpson
Print or Type Name

Dated: 5/12/23

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Trace Ornelas

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Amor Holmberg
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES**

TERM:

FROM: JULY 1, 2023 **TO:** JUNE 30, 2024

SCOPE OF WORK:

Contractor shall:

- Provide an extended school day. Grant will help to fund instructors for a variety of elective and vocational classes in the afternoon, including Art and Career and Workplace Readiness.
- Provide an online curriculum program. Grant will help to fund the online curriculum program Edgenuity. This allows JKBS to offer any course a student may need to make-up or for credit recovery in order to return to a mainstream school program.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES**

TERM:

FROM: JULY 1, 2023 **TO:** JUNE 30, 2024

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County shall pay the Contractor on a quarterly basis, for the performance of work described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

At the end of the contract period, the Contractor shall report to County the number of months during the contract period during which the Extended Day Program operated. The program shall have operated for six (6) months of the contract period for Contractor to qualify for the full/estimated annual Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00) fee. If the program does not operate for six (6) months during the contract period, Contractor shall reimburse County in proportion of the six (6) month period during which the Extended Day Program did not operate.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES**

TERM:

FROM: JULY 1, 2023 **TO:** JUNE 30, 2024

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2023 Insurance Requirements for Professional Services - General

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
1. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
2. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provided written verification it has no employees.)
3. **Professional Liability:** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.
4. **Abuse/Molestation Liability:** For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. Waived if contractor will not have contact with minors for the execution of the agreement.
5. **Cyber Liability:** **\$1,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement as to maintaining the security of client medical information. Coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expense.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, 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

Attachment C: 2023 Insurance Requirements for Professional Services - General

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, CG 20 26, CG 20 33, or CG 20 38; **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 and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$50,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

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

Attachment C: 2023 Insurance Requirements for Professional Services - General

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3717

Healthy Communities of Southern Inyo County FY 23-24 Contract Probation ACTION REQUIRED

ITEM SUBMITTED BY

Jeffrey Thomson, Chief Probation Officer

ITEM PRESENTED BY

Jeffrey Thomson, Chief Probation Officer

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2023 to June 30, 2024 in an amount not to exceed \$31,840.00, contingent upon receipts from the California State Controller’s Office and the Board’s approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

The total estimated allocation for FY 2023-2024 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program, the remaining 40% is provided to the Inyo County Superintendent of Schools for an extended day program. Healthy Communities provides constructive activities and programs of interest to all community youth, including those “at risk”, that build self-esteem, good character and those that enhance job skills. Healthy Communities continues to find creative ways to keep youth from engaging in inappropriate behavior or illegal activities. Monies are only distributed upon receipt from the California State Controller’s Office. In return, the Probation Department requires information from Healthy Communities of Southern Inyo County regarding their delinquency prevention programs. This information is used by the Probation Department to complete the annual report that is required by the Board of State and Community Corrections.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	023000
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			

The Revenue and Expenditure will be budgeted in the Fiscal Year 2022-2023 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4489, Expenditure: Professional Services Object Code 5265.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. FY 23-24 Healthy Communities of Southern Inyo County Contract

APPROVALS:

Krystal Leonard	Created/Initiated - 4/24/2023
Darcy Ellis	Approved - 4/25/2023
Krystal Leonard	Approved - 5/5/2023
John Vallejo	Approved - 5/5/2023
Amy Shepherd	Approved - 5/8/2023
Nate Greenberg	Approved - 6/1/2023
Krystal Leonard	Approved - 6/1/2023
Jeffrey Thomson	Final Approval - 6/1/2023

AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Delinquency Prevention services of Healthy Communities of Southern Inyo County of Lone Pine, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2023 to June 30, 2024 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 Thirty-one thousand eight hundred forty and no/100***** Dollars

(\$31,840.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Probation</u>	Department
<u>P.O. Box T</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Healthy Communités of So Inyo County</u>	Name
<u>P.O. Box 627</u>	Address
<u>Lone Pine, CA 93545</u>	City and State

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES**

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By: Jill Patton
Signature

Jill Patton
Print or Type Name

Dated: May 5, 2023

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Ann Holmberg
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY FOR THE
PROVISION OF
DELINQUENCY PREVENTION SERVICES**

TERM:

FROM: July 1, 2023 **TO:** June 30, 2024

SCOPE OF WORK:

Healthy Communities of Southern Inyo County ("Contractor") is to maintain a Healthy Communities Program with the goal to increase the number of youth who are served by the Program.

Monies received from the State Controller's office fluctuate yearly due to the fact that monies distributed to the County are based off of Vehicle Licensing Fees collected during a twelve month period. The County realizes that the monies distributed to Healthy Communities may not fully fund a full-time Program Coordinator position and may be used for administrative overhead costs associated directly with Program activities. However, monies are to be used within a twelve (12) month period.

A Healthy Communities Program may include:

A Program Coordinator who creates and schedules Healthy Communities events, supervises program assistants and volunteers in carrying out Healthy Communities events, runs events in the absence of program assistants or volunteers; works with individuals in the community to assess and address needs of youth and adults in the community and enact programs to address those needs; works to increase the number of youths served by Healthy Communities; establishes partnerships with other organizations having the same goals and work with them to better serve the community; maintains Healthy Communities program budget and coordinates program fund raising through donations, grants and other revenue generating activities; acts as liaison to other civic groups to keep them informed of upcoming Healthy Communities activities and coordinates publicity for events; reports to the Healthy Communities Board on all aspects of Healthy Communities programs; and, runs monthly Healthy Communities meetings and keeps meeting minutes.

Administrative overhead costs, such as supplies, utilities bills, etc. which are directly related to the business operation of the Healthy Communities Program.

ATTACHMENT A

SCOPE OF WORK: (CONTINUED)

Distributions of JJCPA funds are **contingent** on the following reporting requirements as follows:

- 1) in order to be in compliance with State mandated reporting requirements, the following information, at a minimum, must be reported to the County by the Contractor:
 - a) Date of Event
 - b) Name of Event, using a consistent name or acronym throughout the reporting fiscal year (July through June)
 - c) Attendee's first and last name.
 - d) Attendee's age, listed in one (1) of three (3) categories: 0-9, 10-19, and 20 and older.

- 2) Healthy Communities is to report the information using an Microsoft Excel spreadsheet, spreadsheet is provided electronically, and each month's report is to be complete, meaning all events that occur in one month are to be included on one spreadsheet, no incomplete or partial months are to be reported.

- 3) It is *preferred* that Healthy Communities *report monthly*, due by the 15th of the following month; however, at the minimum quarterly, due by the 15th of the month following the quarter. The quarters are specified as:
 - a) Quarter 1 (July, August, September)
 - b) Quarter 2 (October, November, December)
 - c) Quarter 3 (January, February, March)
 - d) Quarter 4 (April, May, June)

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES**

TERM:

FROM: JULY 1, 2023 **TO:** JUNE 30, 2024

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County may pay the Contractor on a quarterly basis for the performance of work and in accordance with the report information schedule as described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is thirty-one thousand eight hundred forty and No/100 Dollars (\$31,840.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

Contractor shall use the funding to maintain a Healthy Communities Program with the goal to increase the number of youth who are served by the Program including but not limited to funding a part-time Program Coordinator position and administrative overhead costs directly related to Program activities. Monies received in accordance with this contract shall be used within the twelve (12) months of the contract period for the Contractor to qualify for the full funding of the estimated thirty-one thousand eight hundred forty and No/100 Dollars (\$31,840.00).

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES**

TERM:

FROM: JULY 1, 2023 **TO:** JUNE 30, 2024

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2023 Insurance Requirements for Professional Services - General

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
1. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
2. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provided written verification it has no employees.)
3. **Professional Liability:** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.
4. **Abuse/Molestation Liability:** For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. Waived if contractor will not have contact with minors for the execution of the agreement.
5. **Cyber Liability:** **\$1,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement as to maintaining the security of client medical information. Coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expense.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, 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

Attachment C: 2023 Insurance Requirements for Professional Services - General

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, CG 20 26, CG 20 33, or CG 20 38; **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 and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$50,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

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

Attachment C: 2023 Insurance Requirements for Professional Services - General

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3811

Local Agency Formation Commission (LAFCo) Annual Contract

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and the Inyo Local Agency Formation Commission to provide staff services in the amount not to exceed \$20,594.80 for the period of July 1, 2023 through June 30, 2024, authorize the Chairperson to sign, and direct the Planning Department and County Counsel to provide services as outlined in the contract contingent upon the Board's adoption of a Fiscal Year 2023-2024 Budget.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo Local Agency Formation Commission (LAFCO) contracts with the Inyo County Planning Department for the services of LAFCO Executive Officer and support staff. The Commission also contracts with the Inyo County Office of County Counsel for legal services. A single contract between Inyo LAFCO and the County of Inyo Planning Department covers both staff and counsel services. Inyo LAFCO has budgeted \$20,594.80 for Fiscal Year (FY) 2022-2023 for staff and counsel services.

FISCAL IMPACT:

Funding Source	General Fund		451001
Budgeted?	Yes		
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the contract and not direct staff to provide services to Inyo LAFCo as outlined in the contract. This is not recommended as there are currently no other alternatives for staffing LAFCo.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. FY 23-24 LAFCo Contract

APPROVALS:

Cathreen Richards	Created/Initiated - 5/19/2023
Darcy Ellis	Approved - 5/19/2023
Keri Oney	Approved - 5/19/2023
John Vallejo	Approved - 5/19/2023
Amy Shepherd	Approved - 5/19/2023
Nate Greenberg	Approved - 6/1/2023
Cathreen Richards	Final Approval - 6/1/2023

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

INTRODUCTION

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code § 56000 et seq., hereinafter referred to as "Act") governs Local Agency Formation Commission operations, policies, and procedures; and

WHEREAS, Government Code § 56384 requires Inyo Local Agency Formation Commission (hereinafter referred to as ("Inyo LAFCO") to appoint an Executive Officer and Legal Counsel, and Government Code § 56380 allows Inyo LAFCO to contract with any public agency or private party for personnel and facilities; and

WHEREAS, Inyo LAFCO has the need for the services of the County of Inyo (hereinafter referred to as "County"), 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 County shall provide to Inyo LAFCO, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the County under this Agreement will be performed by County employees or other County contractors 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.

When County performs work or services under this Agreement, County may have such work or services performed either by its own employees or, upon approval by Inyo LAFCO, by one or more of County's contractors. County will have such work or services performed by employees or contractors who are qualified to, and capable of, doing such work. County has the right in its sole discretion to determine which employee(s) are qualified and capable, and to determine which employee(s) of those which are deemed qualified and capable, are to actually perform the work and services under this Agreement. Inyo LAFCO has no right to designate, or require the work or services to be performed by a particular County Department, class of County employees, or particular employee(s). Further, County need not obtain Inyo LAFCO's approval prior to or after incurring any travel and/or per diem, or overtime expenses in performing work or services under this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2023 to June 30, 2024 unless sooner terminated as provided below.

3. CONSIDERATION.

A. County Employee(s). Where work and services are performed by County employee(s) under this Agreement, the consideration to be paid by Inyo LAFCO to County for such services and work is the sum total of the (1) hourly rate costs (including overtime, if any), (2) fringe benefits cost, and (3) overhead and administrative costs (including travel and per diem, if any), for each employee who performed any work or services under this Agreement. Hourly rate costs (non overtime), including fringe benefits are set forth in Attachment B to this Agreement.

(1) Hourly Rate Costs. The product of the number of hours (rounded up or down to the nearest 1/2 (0.50) of an hour) which a County employee worked under this agreement, multiplied by the employee's hourly rate of pay as set by the most recent County salary ordinance, resolution, or employee contract. Where the circumstances of the services and work requested by Inyo LAFCO under this Agreement require the County employee to work in excess of eight (8) hours per day or forty (40) hours per week (hereinafter referred to as "overtime"), and County is obligated by law or contract to compensate the employee for such overtime at a rate of one and one half (1½) times their hourly rate of pay, the hourly rate of pay for such overtime hours worked under this Agreement will be one and one half (1½) times the employee's hourly rate of pay as set by the most recent County salary ordinance, resolution, or employee contract.

(2) Fringe Benefit Costs. The product of the hourly rate costs multiplied by 40% (0.40).

(3) Overhead and Administrative Costs. The product of the hourly rate costs multiplied by 20% (0.20), plus special, travel and per diem costs if any. Where a County employee travels and/or incurs per diem expenses in performing work under this Agreement, the travel and per diem costs for such work will be the actual costs to the County for such travel and per diem. Actual costs to the County will be determined by the most recent County ordinance or resolution establishing travel and per diem reimbursement rates for County employees. Special costs are those approved in advance by Inyo LAFCO for particular specialized equipment, supplies, tools and materials to be used by County in performing under this Agreement.

(4) Exception For County Counsel. Notwithstanding the foregoing, the consideration to be paid for services of professional employees of the Office of the County Counsel shall be the flat hourly rate (inclusive of benefits and overhead) shown in Attachment B to this Agreement, plus any special, travel and per diem costs as provided in Paragraph 3.A.(3) above.

B. Other County Contractors. Where work and services under this Agreement are performed by another County contractor, the consideration to be paid by Inyo LAFCO to County for such services and work is the sum total of (1) the contract costs and (2) administrative costs for each County contractor who performs any work or services under this Agreement.

(1) Contract Costs. The total costs to the County (including all labor, travel and per diem, overhead, administrative costs, and other fees) charged by such other contractor to County for the performance of work or services under this Agreement.

(2) Administrative Costs. The product of the contract cost multiplied by 20% (0.20), plus any special costs as defined in Section 3.A.(3) above.

C. Limit Upon Amount Payable Under Agreement. Except for amounts payable to County under Section 6 for Defense and Indemnification, the total sum of all payments made by Inyo LAFCO to County for services and work performed under this Agreement, shall not exceed Twenty Thousand Five Hundred Ninety Four and Dollars (\$ 20,594.80) hereinafter referred to as "contract limit"). County expressly reserves the right to decline to perform any work or services which would be in excess of the contract limit.

D. Insurance. Inyo LAFCO 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 to Inyo LAFCO operations and thereby Inyo LAFCO's performance under the contract. For any claim related to this contract, Inyo LAFCO's coverage shall be primary as respects Inyo County. Coverage shall be at least as broad as the following:

1. (REQUIRED) General liability insurance on an occurrence basis, including products and completed operations, p[roperty damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of Inyo LAFCO, including materials, parts, or equipment furnished in connection to such work or operations.

2. (REQUIRED) Hired and non-owned automobile liability insurance with limits no less than \$1,000,000 per accident for bodily injury and property damage.

3. (RECOMMENDED if Inyo LAFCO will be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI)) Cyber liability insurance with limits not less than \$1,000,000 per occurrence or claim.

E. Billing and Payment. County shall submit to Inyo LAFCO, once a month, an itemized statement of all services and work described in Attachment A. This statement will be submitted to Inyo LAFCO 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. County's statement to the Inyo LAFCO will also include an itemization of any travel or per diem expenses incurred by County during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, Inyo LAFCO shall make payment to County on or before the last day of the month.

F. Federal and State Taxes. Inyo LAFCO will not withhold any federal or state income taxes or social security from any payments made by Inyo LAFCO to County under the terms and conditions of this Agreement.

4. **WORK SCHEDULE.**

County's obligation is to perform, in a reasonably timely manner, those services and work identified in Attachment A. It is understood by Inyo LAFCO that the performance of these services and work will require cooperation and coordination between County, Inyo LAFCO, and other parties. Inyo LAFCO and County will use their best efforts to arrange their own schedules, and coordinate with other interested parties, to ensure that services and work under this Agreement can be performed within the time frames set by mutual agreement.

5. **STATUS OF PARTIES.**

County is a political subdivision of the State of California. Inyo LAFCO is a special district authorized by the Act. Each party is a public entity independent of the other. Inyo LAFCO 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, County has no authority or responsibility to exercise any rights or power vested in the Inyo LAFCO. It is understood by both Inyo LAFCO 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 entity:

03062019

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

STATUS OF COUNTY OFFICERS AND EMPLOYEES.

A. County officers and employees while providing work and services under this Agreement, remain County officers and employees subject to the exclusive control, direction, and supervision by County.

B. County officers and employees providing work and services under this Agreement will do so in accordance with all federal and state laws applicable to the County, and in accordance with all County ordinances, resolutions, rules, regulations, policies, and Board of Supervisors directions. Exceptions to this will be made only for those Inyo LAFCO ordinances, resolutions, rules, regulations, policies, and directions which have been formally adopted by Inyo LAFCO and approved in writing by the County for implementation under this Agreement.

C. County expressly and specifically retains the right to hire, fire, and discipline any County officer or employee who provides work or services under this Agreement. If Inyo LAFCO is unsatisfied with the performance of any County officer or employee who provides work or services under this Agreement, Inyo LAFCO shall promptly notify the County and request that the County consider taking appropriate action.

D. Except as provided in this Agreement, no County officer or employee shall provide any work or services to Inyo LAFCO. Further, Inyo LAFCO shall not hire, retain, engage, contract or employ any County officer or employee except under the provisions of this Agreement.

6. WARRANTY OF ELIGIBILITY.

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>.

8. DEFENSE AND INDEMNIFICATION.

To the extent permitted by law, each party hereto shall defend, indemnify, and hold harmless the other and its officers, employees, and agents from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, its acts or omissions, or that of its officers, employees, or agents in the performance of this Agreement.

8. CANCELLATION.

This Agreement may be cancelled by either party without cause, and at will, for any reason by giving to the other party sixty (60) calendar day's written notice of such intent to cancel.

9. DEFAULT.

A. If Inyo LAFCO fails to pay County for the work and services performed by County in a timely manner, County may declare the Inyo LAFCO in default and terminate this Agreement upon thirty (30) calendar day's written notice to Inyo LAFCO. Upon such termination by default, Inyo LAFCO will pay to County all amounts owing to County for services and work performed to the date of termination.

B. Except as provided in paragraph "A" above, if a party to this Agreement should fail to comply with the terms and conditions of this Agreement in a timely manner, the other party may declare a default and notify the "defaulting" party in writing of the facts constituting such default. Upon making such written notification, the defaulting party will have thirty (30) calendar days to cure such default. A party shall be

deemed to cure the default if within the time period set forth herein, the defaulting party begins and thereafter diligently continues to completion curing such default. Service of a notice of default on the defaulting party and allowance of said thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If any default is not cured or deemed cured hereunder, the non-defaulting party, at its election, may terminate this Agreement by written notice thereof to the defaulting party. Upon such termination by default, Inyo LAFCO will pay to County all amounts owing to County for services or work performed to the date of termination and County will turn over to Inyo LAFCO all information, work papers, reports, analysis of other information in County's possession as may relate to the services and work being performed hereunder.

10. 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 of any 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 18 below.

11. ASSIGNMENT/SUBCONTRACTING.

This is an agreement for the services of County. Inyo LAFCO has relied upon the skills, knowledge, experience, and training of County as an inducement to enter into this Agreement. County shall not assign this Agreement, or any part of it. However, County may, with the approval of Inyo LAFCO, subcontract work or services it is to perform under this Agreement.

12. PRODUCTS OF COUNTY'S WORK AND SERVICES.

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

13. RECORDS AND AUDIT.

A. Records. County shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, county, and municipal, ordinances, regulations, and directions. County shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. County 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 Inyo LAFCO shall have access to any books, documents, papers, and records, including, but not limited to, financial records of County, 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 County. Further, Inyo LAFCO has the right to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

14. NONDISCRIMINATION.

During the performance of this Agreement, neither party, or their agents, officers and employees, shall 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, ages, or sex. Both parties and their 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. The parties 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.

15. 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.

16. 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.

17. FUNDING LIMITATION.

The ability of Inyo LAFCO 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, Inyo LAFCO has the option to cancel, reduce, or modify this Agreement, or any of its terms within five (5) calendar days of its notifying County 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 18.

18. 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.

19. NOTICE.

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

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

Inyo LAFCO:
Cathreen Richards _____ Name
Executive Officer
168 North Edwards _____ Street
P.O. Box L
Independence, CA 93526 _____ City and State

20. 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 THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

INYO LAFCO

By: _____

Karen M. Kong

Print or Type Name

Dated: *5/19/2023*

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K Oney

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Sue [Signature]

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

TERM:

FROM: July 1, 2023

TO: June 30, 2024

SCOPE OF WORK:

SERVICES TO BE PROVIDED BY THE COUNTY

- A. Services of the appointed Executive Officer as provided by 56384(a) of the Act.
- B. Services of the appointed legal counsel as provided by 56384(b) of the Act.
- C. Preparing staff analyses, reports, CEQA documents, proposed findings and other agenda materials for the Inyo County LAFCO relating to boundary proposals, contracts for provision of new and extended services outside city and district jurisdictional boundaries, sphere of influence amendments, periodic review of sphere of influence designations and any other matters that are within the Commission's authority under the Act.
- D. Calling, staffing, noticing, and otherwise coordinating Commission meetings in accordance with the Act and Inyo LAFCO policies and procedures.
- E. Preparing, mailing, filing, publishing and keeping records of agendas, notices and other required official documents on behalf of the Inyo LAFCO.
- F. Responding to inquiries, providing information, and technical assistance to interested public agencies and individuals.
- G. Providing supporting fiscal services such as the development of the annual Inyo LAFCO budget, management of Inyo LAFCO financial accounts including the processing of Inyo LAFCO fees and charges; the processing of payment of Commission charges and expenses, and the preparation of required fiscal reports.
- H. Informing Inyo LAFCO Commissioners of new legislation, correspondence with the Commission, CALAFCO activities, current events and matters of interest related to Inyo LAFCO.
- I. If, and at its sole discretion, the County financially contributes to Inyo LAFCO's acquisition of insurance pursuant to the contract, section D, such contribution shall in no way reflect an assumption of any responsibility for any losses caused or sustained by Inyo LAFCO.
- J. Maintain the Inyo LAFCO website in compliance with Government Code § 56661.
- K. Maintain membership in CALAFCO, and provide training of LAFCO Commissioners and staff involved in support of LAFCO.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3783

Roux Associates Inc. (Andy Zdon) Contract Amendment No. 2 Planning Department - Yucca Mountain Oversight ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Approve Amendment No. 2 to the contract between County of Inyo and the Roux Associates Inc. (Andy Zdon) to amend:

- Section 2 – Term, to July 1, 2021 to June 30, 2024.
- Term to July 1, 2021 - June 30, 2024 on Attachments A-E as applicable.
- Section 3 - CONSIDERATION at Subsection D - Limit upon payable under Agreement. Shall not exceed \$80,000.
- The not to exceed amount to be \$80,000 on Attachments A-E as applicable.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings and Andy Zdon has provided consistent and high quality consulting services for the evaluation and monitoring of groundwater concerning it as well as ongoing monitoring in the Amargosa, Tecopa and Shoshone areas. The County has had Andy Zdon under contract since 2014 to the present under various contracts, for professional hydrological services associated with groundwater and the proposed Yucca Mountain repository.

Although presently there is not a lot of active interest in storing high-level radioactive waste at Yucca Mountain, there is always the possibility of the licensing proceedings to restart. It would be in the County's best interest to keep its consultants under contract in case the licensing proceedings or other activities related to Yucca Mountain are to begin again, as well as, the continued ground water monitoring in the southeast part of the county. Funding for Yucca Mountain oversight by the County is funded through money the County received from the Department of Energy.

FISCAL IMPACT:

Funding Source	Grant Funded US Department of Energy	Budget Unit	620605
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			

Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

- The Board could not approve the amendment. This is not recommended as Mr. Zdon's history and expertise are valuable assets for the County to utilize in reviewing and commenting on activities related to Yucca Mountain.
- Direct staff to modify the contract.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Roux Associates Contract Amendment No. 2
2. Roux Associates Contract Amendment No. 1

APPROVALS:

Cathreen Richards	Created/Initiated - 5/4/2023
Darcy Ellis	Approved - 5/4/2023
John Vallejo	Approved - 5/4/2023
Amy Shepherd	Approved - 5/4/2023
Nate Greenberg	Approved - 6/1/2023
Cathreen Richards	Final Approval - 6/1/2023

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

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

WHEREAS, on April 12, 2022 the County and Contractor consented to amend the Agreement at Section 2 -Term to be July 1, 2021 to June 30, 2023.

WHEREAS, on April 12, 2022 the County and Contractor consented to amend the term to be July 1, 2021 to June 30, 2023 on Attachments A-E as applicable.

WHEREAS, on April 12, 2022 the County and Contractor consented to amend Section 3 - CONSIDERATION at Subsection D- Limit upon payable under Agreement. Shall not exceed \$60,000.

WHEREAS, on April 12, 2022 the County and Contractor consented to amend the not to exceed amount to be \$60,000 on Attachments A-E as applicable.

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

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

County and Contractor hereby Amend such Agreement as follows:

1. Amend Section 2 -TERM to July 1 2021 to June 30, 2024.
2. Amend the term to July 1, 2021 -June 30, 2024 on Attachments A-E as applicable.
3. Amend Section 3 - CONSIDERATION at Subsection D- Limit upon payable under Agreement. Shall not exceed \$80,000.
4. Amend the not to exceed amount to be \$80,000 on Attachments A-E as applicable.

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

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

COUNTY

CONTRACTOR

By: _____

By:  Digitally signed by Richard Maxwell
Date: 2023.04.21 16:32:56
-01_00-

Dated: _____

Dated: April 21, 2023

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Sue DL

County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 12th day of April 2022 an order was duly made and entered as follows:

*Planning – Roux
Associates
Amendment 1*

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

WITNESS my hand and the seal of said Board this 12th
Day of April, 2022



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Planning DATE: April 21, 2022



County of Inyo



Planning Department

CONSENT - ACTION REQUIRED

MEETING: April 12, 2022

FROM: Cathreen Richards

SUBJECT: Roux Contract Amendment No. 1

RECOMMENDED ACTION:

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

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Contract Amendment 1
2. Original Contract

APPROVALS:

Cathreen Richards
Darcy Ellis
John Vallejo
Amy Shepherd
Cathreen Richards

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

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

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

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

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

County and Contractor hereby Amend such Agreement as follows:

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

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

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

COUNTY

CONTRACTOR

By: Don Tether

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

Dated: 04/12/2022

Dated: March 31, 2022

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

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

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Hydrological Consulting Services services of Roux Associates, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$20,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

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

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

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

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

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

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

Consultant:	
Roux Associates, Inc.	Name
555 12th Street, Suite 250	Address
Oakland, CA 94607	City and State

24. ENTIRE AGREEMENT.

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

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

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

COUNTY OF INYO

By: *Jeff Biffert*
Dated: 06/15/2021

CONSULTANT

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

APPROVED AS TO FORM AND LEGALITY:

Grace Chudla
County Counsel

APPROVED AS TO ACCOUNTING FORM:

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

TERM:

FROM: July 1, 2021

TO: June 30, 2022

SCOPE OF WORK:

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

ATTACHMENT B

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

TERM:

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

SCHEDULE OF FEES:

1. COMPENSATION:

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

2. INCIDENTAL EXPENSES:

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

ATTACHMENT C

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

TERM:

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

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

ATTACHMENT D

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

TERM:

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

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT E

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

TERM:

FROM: July 1, 2021

TO: June 30, 2022

FEDERAL FUNDS ADDENDUM

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

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

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

ATTACHMENT E - Continued

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

TERM:

FROM: July 1, 2021

TO: June 30, 2022

FEDERAL FUNDS ADDENDUM

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

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

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

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



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3784

Hydrodynamics Group, LLC Contract Amendment No. 7 Planning Department - Yucca Mountain Oversight ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Approve Amendment No. 7 to the contract between County of Inyo and the Hydrodynamics Group (Hydrodynamics) to amend Section 2 – Term of the agreement to be July 1, 2016 - June 30, 2024 and amend the term to be July 1 2016 through June 30 2024 on Attachments A-E as applicable, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings. The Hydrodynamics Group LLC has provided consistent and high quality consulting services for the evaluation and monitoring of groundwater regarding the proposed Yucca Mountain repository during this time.

The County had the Hydrodynamics Group LLC under contract from 1997-2013 for professional services regarding groundwater and the proposed Yucca Mountain repository, but let it lapse when the licensing proceedings were halted by the NRC. On June 24, 2014 the County entered into a new sole-source Contract with Hydrodynamics to provide technical expertise in the review and evaluation of the Department of Energy's (DOE) Supplemental Environmental Impact Statement (SEIS) with regard to technical reports, data and information on groundwater impacts of the proposed Yucca Mountain repository and any updates to the 2009 report titled: Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada. Once this work was completed, this contract also lapsed due to inactivity. The County entered into a new sole-source Contract with Hydrodynamics on July 1, 2016 for further review of the SEIS. The contract was amended on June 27, 2017 extending the time of the contract to end on June 30, 2018; on June 5, 2018 to extend it to June 30, 2019; on June 11, 2019 to extend to June 30, 2020; on June 15, 2021 to extend to June 30, 2022; and on June 15, 2022 to extend to June 30, 2023. The contract with Hydrodynamics is now proposed to be amended to extend the time of the contract to end on June 30, 2024 and to add updated insurance provisions at Attachment D.

Although presently there is not a lot of active interest in storing high-level radioactive waste at Yucca Mountain, there is always the possibility of the licensing proceedings to restart. It would be in the County's best interest to keep its consultants under contract in case the licensing proceedings or other activities related to Yucca Mountain are to begin again. Funding for Yucca Mountain oversight by the County is funded through money the County received from the Department of Energy.

FISCAL IMPACT:

Funding Source	Grant Funded: US Department of Energy	Budget Unit	620605
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the amendment. This is not recommended as Hydrodynamics' history and expertise are valuable assets for the County to utilize in reviewing and commenting on activities related to Yucca Mountain.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Hydrodynamics Group Contract Amendment No. 7
2. Updated Insurance Provisions
3. Hydrodynamics Group Contract Amendment No. 6

APPROVALS:

Cathreen Richards	Created/Initiated - 5/4/2023
Darcy Ellis	Approved - 5/4/2023
John Vallejo	Approved - 5/5/2023
Amy Shepherd	Approved - 5/10/2023
Christian Milovich	Approved - 5/11/2023
Nate Greenberg	Approved - 6/1/2023
Cathreen Richards	Final Approval - 6/1/2023

**AMENDMENT NO. SEVEN TO THE AGREEMENT BETWEEN
THE COUNTY OF INYO AND THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

WHEREAS, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018.

WHEREAS, on June 5, 2018 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2019.

WHEREAS, on June 11, 2019 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2020.

WHEREAS, on May 5, 2020 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2021.

WHEREAS, on June 15, 2021 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2022.

WHEREAS, on June 15, 2021 the County and Contractor consented to amend the Agreement at Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$30,000.

WHEREAS, on June 7, 2022 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2023.

WHEREAS, on June 7, 2022 the County and Contractor consented to amend the term to be July 1, 2016 to June 30, 2023 on Attachments A-E as applicable.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Amend Section 2 - TERM to July 1, 2016 to June 30, 2024.
2. Amend the term to July 1, 2016 – June 30, 2024 on Attachments A-E as applicable.

**AMENDMENT NO. SEVEN TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

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

COUNTY

CONTRACTOR

By: _____

Michael J. King
By: Michael J. King, Principal

Dated: _____

Dated: April 7, 2023

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Sue DL

County Risk Manager

Attachment D: 2023 Insurance Requirements for Professional Services - Hydro

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$3,000,000** per occurrence, \$3,000,000 aggregate.
1. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
2. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Provision may be waived if consultant provides written declaration of the following: (a) consultant has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) consultant agrees to verify proof of coverage for any subcontractors, and (c) consultant agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)
3. **Professional Liability:** Insurance appropriate to the Contractor’s profession, with limit no less than **\$3,000,000** per occurrence or claim, **\$3,000,000** aggregate.
4. **Contractors Pollution Legal Liability:** with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, 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, CG 20 26, CG 20 33, or CG 20 38; **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 and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo

Attachment C: 2023 Insurance Requirements for Professional Services - Hydro

County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$50,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

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

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

Attachment C: 2023 Insurance Requirements for Professional Services - Hydro

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of June 2022 an order was duly made and entered as follows:

*Planning –
Hydrodynamics
Amendment No. 6*

Moved by Supervisor Pucci and seconded by Supervisor Roeser to approve Amendment No. 6 to the contract between County of Inyo and the Hydrodynamics Group (Hydrodynamics) to amend Section 2 – Term of the agreement to be July 1, 2016 through June 30, 2023, contingent upon the Board's adoption of the Fiscal Year 2022-2023 budget; and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: <i>Planning</i> DATE: June 7, 2022

WITNESS my hand and the seal of said Board this 7th
Day of June, 2022



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____



County of Inyo



Planning Department

CONSENT - ACTION REQUIRED

MEETING: June 7, 2022

FROM: Cathreen Richards

SUBJECT: Amendment 6 - Hydrodynamics

RECOMMENDED ACTION:

Request the Board approve Amendment No. 6 to the contract between County of Inyo and the Hydrodynamics Group (Hydrodynamics) to amend Section 2 – Term of the agreement to be July 1, 2016 through June 30, 2023, contingent upon the Board's adoption of the Fiscal Year 2022-2023 budget; and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings. The Hydrodynamics Group LLC has provided consistent and high quality consulting services for the evaluation and monitoring of groundwater regarding the proposed Yucca Mountain repository during this time.

The County had the Hydrodynamics Group LLC under contract from 1997-2013 for professional services regarding groundwater and the proposed Yucca Mountain repository, but let it lapse when the licensing proceedings were halted by the NRC. On June 24, 2014 the County entered into a new sole-source Contract with Hydrodynamics to provide technical expertise in the review and evaluation of the Department of Energy's (DOE) Supplemental Environmental Impact Statement (SEIS) with regard to technical reports, data and information on groundwater impacts of the proposed Yucca Mountain repository and any updates to the 2009 report titled: Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada. Once this work was completed, this contract also lapsed due to inactivity. The County entered into a new sole-source Contract with Hydrodynamics on July 1, 2016 for further review of the SEIS. The contract was amended on June 27, 2017 extending the time of the contract to end on June 30, 2018; on June 5, 2018 to extend it to June 30, 2019; and on June 11, 2019 to extend to June 30, 2020; and on June 15, 2021 to extend to June 30, 2022. The contract with Hydrodynamics is now proposed to be amended to extend the time of the contract to end on June 30, 2023.

Although presently there is not a lot of active interest in storing high-level radioactive waste at Yucca Mountain, there is always the possibility of the licensing proceedings to restart. It would be in the County's best interest to keep its consultants under contract in case the licensing proceedings or other activities related to Yucca Mountain are to begin again. Funding for Yucca Mountain oversight by the County is funded through money the County received from the Department of Energy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the amendment. This is not recommended as Hydrodynamics' history and expertise are valuable assets for the County to utilize in reviewing and commenting on activities related to Yucca Mountain.

OTHER AGENCY INVOLVEMENT:

U.S. Department of Energy

FINANCING:

Projects and oversight of the proposed Yucca Mountain repository are paid with funding through the Department of Energy, and fund balance is available to offset these costs. These amendments do not affect the Yucca Mountain Oversight Budget (620605). If additional funding is required in the future for this work, staff will propose a budget amendment.

ATTACHMENTS:

1. Amendment 6

APPROVALS:

Cathreen Richards

Darcy Ellis

John Vallejo

Amy Shepherd

Cathreen Richards

Created/Initiated - 5/10/2022

Approved - 5/10/2022

Approved - 5/11/2022

Approved - 5/11/2022

Final Approval - 5/11/2022

**AMENDMENT NO. SIX TO THE AGREEMENT BETWEEN
THE COUNTY OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

WHEREAS, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018.

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WHEREAS, on May 5, 2020 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2020 to June 30, 2021.

WHEREAS, on June 15, 2021 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2020 to June 30, 2022.

WHEREAS, on June 15, 2021 the County and Contractor consented to amend the Agreement at Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$30,000

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

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

County and Contractor hereby amend such Agreement as follows:

1. Amend Section 2 - TERM to July 1, 2016 to June 30, 2023.
2. Amend the term to July 1, 2021 – June 30, 2023 on Attachments A-E as applicable.

AMENDMENT NO. SIX TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 14th DAY OF June, 2022.

COUNTY

CONTRACTOR

By: *Don Tether*

By: *Michael J. King*

Dated: 06/14/2022

Dated: June 14, 2022

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

**AMENDMENT NO. FIVE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

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

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to July 1, 2016 to June 30, 2022
- Amend Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$30,000

**AMENDMENT NO. FIVE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

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

COUNTY

CONTRACTOR

By: 

By: 

Dated: 06/15/2021

Dated: April 19, 2021

APPROVED AS TO FORM AND LEGALITY:


County Counsel

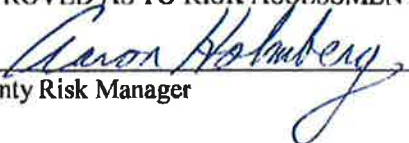
APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Hydrological Consulting Services services of The Hydrodynamics Group, LLC (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2016 to June 30, 2017 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$20,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

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

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

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

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

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.60, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

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

Consultant:	
The Hydrodynamics Group, LLC	Name
18711 76th Avenue West	Address
Edmonds, WA 98626	City and State

24. ENTIRE AGREEMENT.

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


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AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

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

COUNTY OF INYO

By: 
Dated: 6-14-16

CONSULTANT

By: Michael J. King
Signature
Michael J. King
Print or Type Name
Dated: May 11, 2016

APPROVED AS TO FORM AND LEGALITY:


County Counsel

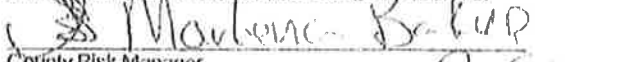
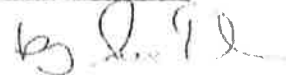
APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager


ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

SCOPE OF WORK:

1. Contractor shall assist the County in the review and evaluation of the Final Supplemental Environmental Impact Statement (SEIS) that was prepared by the U.S. Nuclear Regulatory Commission (NRC) addressing the post closure impacts of the proposed Yucca Mountain nuclear waste repository on groundwater resources, for the level and quality of the NRC responses to the County's comments on the Draft SEIS. This work shall include, but not be limited to, a review to ensure that the NRC responded to each of the County's comments on the DRAFT SEIS; an evaluation of the responses to ensure the County's concerns have been addressed appropriately; provide a written summary of these findings; and be prepared to assist the County in supporting its existing contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC. This work may also include evaluating any new models or information introduced by the NRC in the Final SEIS.
2. Contractor shall receive direction as to the scope of the work to be performed from the Inyo County Planning Department and/or the Inyo County County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Inyo County Planning Department for storage.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2016

TO: June 30, 2017

SCHEDULE OF FEES:

1. COMPENSATION:

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

2. INCIDENTAL EXPENSES:

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

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2018

TO: June 30, 2017

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2016 TO: June 30, 2017

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

FEDERAL FUNDS ADDENDUM

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

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

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

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

FEDERAL FUNDS ADDENDUM

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

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

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.
9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3800

Big Pine Diversion Channel Emergency Work Project - Resolution & Notice of Completion

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve proposed Resolution No. 2023-18 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Big Pine Diversion Channel Emergency Work Project," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On March 27th, 2023 , Inyo County Public Works awarded the construction contract for the Big Pine Diversion Channel Emergency Repair Project to Clair Concrete, Inc of Bishop, California in the Not To Exceed (NTE) amount of \$135,000.00. The final construction contract amount is \$87,725.

Clair Concrete, Inc. started the work on March 28th, 2023 and completed the work on the Big Pine Diversion Channel Emergency Repair Project on April 21st, 2023. On April 21st, 2023, the final inspection was performed and the work was determined to be complete to the satisfaction of the Public Works Director.

Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed work and authorizes the Public Works Director to record a Notice of Completion for the project. In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention must be returned to the Contractor.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011500
Budgeted?	Yes - included in 3rd quarter	Object Code	5265
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
None - budgeted with 3rd quarter			
Future Fiscal Year Impacts			

None

Additional Information

None

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the proposed Resolution authorizing the Public Works Director to file a Notice of Completion and the Contractor would not be paid his retention.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Big Pine Diversion Channel Emergency Repair Project - Notice of Completion and Resolution

APPROVALS:

Greg Waters	Created/Initiated - 5/11/2023
Darcy Ellis	Approved - 5/12/2023
Greg Waters	Approved - 5/12/2023
Breanne Nelums	Approved - 5/15/2023
Amy Shepherd	Approved - 5/15/2023
John Vallejo	Approved - 5/15/2023
Michael Errante	Approved - 5/17/2023
Nate Greenberg	Final Approval - 6/1/2023

RESOLUTION #2023 - XXXXX

**“A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
BIG PINE DIVERSION CHANNEL EMERGENCY REPAIR PROJECT”**

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the **Big Pine Diversion Channel Emergency Repair Project** has been completed by **Clair Concrete, Inc.** in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the **Big Pine Diversion Channel Emergency Repair Project**.

Passed, approved and adopted this _____ day of _____, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jen Roeser, Chairperson, Board of Supervisors

ATTEST:

Nate Greenberg, Clerk of the Board

by _____
Assistant Clerk of the Board

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department
P. O. Drawer Q
Independence, CA 93526**

The area above this line is for Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the **Big Pine Diversion Channel Emergency Repair Project** on the property hereinafter described was completed on **April 21st, 2023** and was accepted by the Board of Supervisors, County of Inyo on **June 6th, 2023**.
2. The property on which the **Big Pine Diversion Channel Emergency Repair Project** has been completed is located on property owned by Los Angeles Department of Water and Power (LADWP), south of Big Pine, CA
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, maintains the Big Pine Diversion Channel is located south of Big Pine, CA. The real property at which the Big Pine Diversion Channel is located is owned by LADWP.
4. The undersigned, Michael Errante, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted **June 6th, 2023**, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the **Big Pine Diversion Channel Emergency Repair Project**, pursuant to contract with the County, is **Clair Concrete, Inc.**

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions which are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated:

By: _____
Michael Errante, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the **Big Pine Diversion Channel Emergency Repair Project**, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity’s behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Michael Errante



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3801

Plans and Specifications for Highway Safety Improvement Program Onion Valley Road Guardrail Project (ZP-21-019)

Public Works
ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the plans and specifications for the HSIP Onion Valley Road Guardrail Project and authorize the Public Works Director to advertise and accept bids for the project.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County received notification of a successful Highway Safety Improvement Program (HSIP) Cycle 10 grant application on March 26, 2021. The Project identified in the grant submittal encompasses removing the existing guardrail at 18 different locations along Onion Valley Road near the town of Independence and replacing it with guardrail meeting current standards. Eastern Sierra Engineering was awarded a design contract as a result of an RFP issued by Inyo County Public Works. Eastern Sierra Engineering has completed the design of the replacement guardrail segments. There were \$997,000 of state-only funds available for the Environmental, Design, and Construction of the project. There is currently \$831,569 remaining HSIP grant funds available for construction.

FISCAL IMPACT:

Funding Source	Non-General Fund / Grant Funded (Highway Safety Improvement Program)	Budget Unit	034601
Budgeted?	N/A	Object Code	5715
Recurrence	N/A		
Current Fiscal Year Impact			
None			
Future Fiscal Year Impacts			
None			
Additional Information			
None			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the bid package and not authorize public works to advertise project. This would not be advised as significant time, money, and effort have been expended to complete the design. Additionally, Inyo County received a 100% grant from the Highway Safety Improvement Program of \$997,000 for this work. Not only would this result in these grant funds being surrendered back to the grantor, but Inyo County may be required to repay the funds to the grantor that were already expended to pay the consultant to design the project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Onion Valley Road Guardrail Project Bid Package

APPROVALS:

Greg Waters	Created/Initiated - 5/15/2023
Darcy Ellis	Approved - 5/17/2023
Greg Waters	Approved - 5/22/2023
Breanne Nelums	Approved - 5/22/2023
Michael Errante	Approved - 5/22/2023
John Vallejo	Approved - 5/22/2023
Amy Shepherd	Approved - 5/23/2023
Aaron Holmberg	Approved - 5/23/2023
Nate Greenberg	Final Approval - 6/1/2023

**BID PACKAGE AND
SPECIAL PROVISIONS**



FOR CONSTRUCTION OF

**HSIP Onion Valley Road Guardrail Project
ZP-21-019**

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

June 2023

Prepared By: Inyo County Public Works

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LIST OF ROADS AND APPROXIMATE AREAS TO RECEIVE TREATMENT

**NOTICE
INVITING BIDS
FOR**

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

Inyo County, CA

COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for:

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT
Inyo County, CA

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

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

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT
Inyo County, CA

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

PRE-BID JOB WALK There will be a voluntary pre-bid job walk on **XXXXXX, XXXXXXXX XX, 2023 starting at 10 AM** in Independence, CA. Please contact Greg Waters, Inyo County Public Works, at gwaters@inyocounty.us or call (760) 709-2232 at least 72 hours in advance and I will provide map and itinerary of the job walk to all interested bidders.

Confidentiality of Responses

By submitting a proposal in response to this RFP, respondents understand that Inyo County is a public agency that is subject to the California Public Records Act. Any proposal submitted in response to this RFP may constitute a public record that is disclosable to any member of the public upon request. Any respondent who feels that their response contains confidential or proprietary information that should not be disclosed to the public must stamp each page that contains allegedly confidential information with the word "CONFIDENTIAL" in the header of the page in at least 12 point type. Please note that stamping a page as confidential does not guarantee that it will be protected from disclosure.

General Work Description:

The HSIP ONION VALLEY ROAD GUARDRAIL PROJECT will occur in several locations. These location will be bid independently as well as together. The goal is to utilize one mobilization for all projects and for all projects to be completed concurrently or consecutively in order that economies of scale may be realized. The scope-of-work involves the removal and replacement of existing guardrail sections. The length of the proposed guardrail segments are in most cases longer than the existing. One segment requires the removal and replacement of the existing pavement with a thickened concrete roadway. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

Technical questions related to project work, site conditions, or other related inquiries should be directed to Greg Waters of the Public Works Department at gwaters@inyocounty.us.

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

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

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

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current California Class A General Engineering or C-12 Earthwork and Paving Contractor license or a combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code, Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an

award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

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

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

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

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

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

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

The definition and meanings of the words used in this Notice Inviting Bids are the same as set forth in **Section 1070, "Abbreviations, Symbols, and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

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

County of Inyo
Department of Public Works

Michael Errante, Director

Dated: May 22nd, 2023

BID PROPOSAL FORMS FOR

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT Inyo County, CA

ENCLOSURES:

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

BID PROPOSAL FORM

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

FROM: _____

(Hereinafter "Bidder")

FOR: **HSIP ONION VALLEY ROAD GUARDRAIL PROJECT**

(Hereinafter "Project")

In submitting this Bid, Bidder understands and agrees that:

BID DEADLINE. Bids must be received no later than 3:30 P.M. on **XXXXXXXXX, XXXXX X,** 2023 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

PRE-BID JOB WALK There will be a voluntary pre-bid job walk on **XXXXXXXXX, XXXXXXXX XX,** 2023 starting at **XXXXXXXXXXXXXXXXXX.** Please contact Greg Waters, Inyo County Public Works, at gwaters@inyocounty.us or call (760) 709-2232.

BID AMOUNT TOTAL. The total amount of this Bid for provision of the services and/or materials for completion of the Project in accordance with the Contract Documents is set forth herein as:

Mobilization & Demobilization

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization & Demobilization	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 1 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1-2	Demolition	1	LS		
1-3	Install Posts, Guardrail, and Terminations	1	LS		
1-4	Finish Grading	1	LS		
1-5	Traffic Control	1	LS		
1-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 2 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
2-2	Demolition	1	LS		
2-3	Install Posts, Guardrail, and Terminations	1	LS		
2-4	Finish Grading	1	LS		
2-5	Traffic Control	1	LS		
2-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 3 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
3-2	Demolition	1	LS		
3-3	Install Posts, Guardrail, and Terminations	1	LS		
3-4	Finish Grading	1	LS		
3-5	Traffic Control	1	LS		
3-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 4 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
4-2	Demolition	1	LS		
4-3	Install Posts, Guardrail, and Terminations	1	LS		
4-4	Finish Grading	1	LS		
4-5	Traffic Control	1	LS		
4-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 5 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
5-2	Demolition	1	LS		
5-3	Install Posts, Guardrail, and Terminations	1	LS		
5-4	Finish Grading	1	LS		
5-5	Traffic Control	1	LS		
5-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 6 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
6-2	Demolition	1	LS		
6-3	Install Posts, Guardrail, and Terminations	1	LS		
6-4	Finish Grading	1	LS		
6-5	Traffic Control	1	LS		
6-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 7 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
7-2	Demolition	1	LS		
7-3	Install Posts, Guardrail, and Terminations	1	LS		
7-4	Finish Grading	1	LS		
7-5	Traffic Control	1	LS		
7-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 8 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
8-2	Demolition	1	LS		
8-3	Install Posts, Guardrail, and Terminations	1	LS		
8-4	Finish Grading	1	LS		
8-5	Traffic Control	1	LS		
8-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 9 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
9-2	Demolition	1	LS		
9-3	Install Posts, Guardrail, and Terminations	1	LS		
9-4	Finish Grading	1	LS		
9-5	Traffic Control	1	LS		
9-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 10 (Guardrail)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
10-2	Demolition	1	LS		
10-3	Install Posts, Guardrail, and Terminations	1	LS		
10-4	Finish Grading	1	LS		
10-5	Traffic Control	1	LS		
10-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 10 (Concrete Roadway)

10-7	Remove Asphalt				
10-8	Excavation, Grading, & Compaction				
10-9	Formwork				
10-10	Rebar (TONS)				
10-11	Concrete Roadway (CY)				
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 11 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
11-2	Demolition	1	LS		
11-3	Install Posts, Guardrail, and Terminations	1	LS		
11-4	Finish Grading	1	LS		
11-5	Traffic Control	1	LS		
11-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 12 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
12-2	Demolition	1	LS		
12-3	Install Posts, Guardrail, and Terminations	1	LS		
12-4	Finish Grading	1	LS		
12-5	Traffic Control	1	LS		
12-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 13 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
13-2	Demolition	1	LS		
13-3	Install Posts, Guardrail, and Terminations	1	LS		
13-4	Finish Grading	1	LS		
13-5	Traffic Control	1	LS		
13-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 14 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
14-2	Demolition	1	LS		
14-3	Install Posts, Guardrail, and Terminations	1	LS		
14-4	Finish Grading	1	LS		
14-5	Traffic Control	1	LS		
14-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 15 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
15-2	Demolition	1	LS		
15-3	Install Posts, Guardrail, and Terminations	1	LS		
15-4	Finish Grading	1	LS		
15-5	Traffic Control	1	LS		
15-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 16 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
16-2	Demolition	1	LS		
16-3	Install Posts, Guardrail, and Terminations	1	LS		
16-4	Finish Grading	1	LS		
16-5	Traffic Control	1	LS		
16-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 17 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
17-2	Demolition	1	LS		
17-3	Install Posts, Guardrail, and Terminations	1	LS		
17-4	Finish Grading	1	LS		
17-5	Traffic Control	1	LS		
17-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Segment 18 (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
18-2	Demolition	1	LS		
18-3	Install Posts, Guardrail, and Terminations	1	LS		
18-4	Finish Grading	1	LS		
18-5	Traffic Control	1	LS		
18-6	Clean Up & Offhaul	1	LS		
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

All Locations (Combined)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1			
2	Demolition	1			
3	Install Posts, Guardrail, and Terminations	1			
4	Finish Grading	1			
5	Traffic Control	1			
6	Clean Up & Offhaul	1			
7	Remove Asphalt	1			
8	Excavation, Grading, & Compaction	1			
9	Formwork	1			
10	Rebar	1			
11	Concrete Roadway	1			
TOTAL BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

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

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

Contractor will be responsible for traffic control, pre and post application sweeping, signage, protection of surfaces, and clean up.

Inyo County Public Works will repaint striping and pavement markings with their own forces.

4. CONTRACT DOCUMENTS. The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated May 2020, 2015.

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

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

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

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

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

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

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

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

Bidder's Name: _____

Address: _____

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

Telephone: () _____

Federal Identification No.: _____

Contractor's License No.: _____ State: _____

Classification: _____ Expiration Date: _____

Type of Business (check one):

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

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

Owners, Officers, Partners, or Other Authorized Representatives:

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

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

- (a) ____ Bid Bond from a corporate surety admitted to issue such bonds in the State of California;
or
- (b) ____ Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) ____ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked " Cash Proposal Guarantee".

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

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

10. BID PROTEST. Dispute Relating to Bid Process and Award

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

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and

telephone number of the person representing the protesting bidder if different from the protesting bidder.

3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal Law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Denelle Carrington
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

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

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

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire

- (7) Public Contract Code Statement (Section 10232)
- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

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

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

(Signature of Authorized Person)

(Date)

(Printed Name)

(Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT
HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

BID BOND
(BID PROPOSAL GUARANTEE)

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

KNOW ALL MEN BY THESE PRESENTS: That we,

(Name of Bidder)

as Principal, and _____

(Name of Corporate Surety)

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

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **HSIP ONION VALLEY ROAD GUARDRAIL PROJECT**, in compliance with the Contract therefore:

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

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

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

Principal

(SEAL) By: _____
(Title of Authorized Person)

(Address for Notices to be Sent)

Surety

(SEAL) By: _____
(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

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

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

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

[]

ATTACH CHECK HERE

[]

Bidder (print name) : _____

DESIGNATION OF SUBCONTRACTORS

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

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

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

Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**
(Government Code Section 12900 et seq., Sections 11135-11139.5)

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

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

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (**Government Code, Section 12900 et seq.**), the regulations promulgated thereunder (**California Code of Regulations, Title 2, Sections 7285.0 et seq.**), the Provisions of **Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5)**.

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

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

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

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

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

(Name and Title of Signer)

Signature

Date

Company Name

Business Address

CONTRACTOR AND SUBCONTRACTOR REGISTRATION

With

**CA Department of Industrial Relations (DIR)
(CA LABOR CODE SECTION 1725.5)**

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

Signed Name

Date

Printed Name

CA DIR Registration No.

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

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

STATE OF CALIFORNIA:

COUNTY OF _____:

I, _____, declare that I hold the office or position of _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract to anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

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

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

Yes _____ No _____

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

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

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

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

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

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

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

ORDINANCE NO. 1156

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

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

SECTION 1. PURPOSE AND AUTHORITY

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

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

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

Chapter 6.06

CONTRACTING PREFERENCES

Sections:

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

6.06.010 Findings

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

6.06.020 Definitions.

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

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

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

6.06.030 General Provisions.

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

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

6.06.040 Local Business and Small Business Preference.

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

6.06.050 Small Business Subcontracting Preference.

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

6.06.060 Limit On Contracting Preferences.

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

SECTION 3. SEVERABILITY

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

SECTION 4. EFFECTIVE DATE

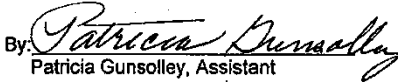
This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered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

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

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


Richard Cervantes, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By: 
Patricia Gunsolley, Assistant

s/Ordinance/ContractingPrefSmBusiness

4/29/10

SMALL BUSINESS ENTERPRISE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE/NEXT PAGE OF THIS FORM

Department: Inyo County Roads Department LOCATION: Inyo County, CA
 PROJECT DESCRIPTION: HSIP ONION VALLEY ROAD GUARDRAIL PROJECT
 TOTAL CONTRACT AMOUNT: \$ _____
 BID OPENING DATE: TBD
 BIDDER'S COMPANY NAME: _____

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	LICENSE INFO./CERT. No. of LOCAL AND SMALL BUSINESS ENTERPRISE AND EXPIRATION DATE	NAME AND CONTACT INFORMATION FOR LOCAL AND SMALL BUSINESS ENTERPRISE (Must be certified on the date bids are opened)	DOLLAR AMOUNT LOCAL AND SMALL BUSINESS ENTERPRISE

<p align="center">For Inyo County to Complete:</p> <p>Project Number: <u>ZP-21-019</u></p> <p>Financing Type: _____</p> <p>Contract Award Date: _____</p> <p>Checked by: _____</p> <p>Print Name _____ Signature _____ Date _____</p>	<p align="center">Total Claimed Participation</p> <p>\$ _____</p> <p align="right">_____ %</p>
	<p>_____ Signature of Bidder</p> <p>_____ Date (Area Code) Tel. No.</p> <p>_____ Person to Contact (Please Type or Print)</p> <p align="center">Small Business Enterprise (Rev 5/10)</p>

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

ALL BIDDERS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Enter the total of each column on the form. Any changes to SBE certification must also be submitted on the ***SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION STATUS CHANGE FORM***

CONTRACT AND BOND FORMS FOR

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT
Inyo County, CA

Attachments:

Contract
Faithful Performance Bond
Labor and Material Payment Bond
Insurance Requirements

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

_____, **CONTRACTOR**

for the

_____ **PROJECT**

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

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

Title: _____ **PROJECT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. COMPLIANCE WITH ALL LAWS.

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

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

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

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

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

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

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

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

If to Contractor: _____

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That

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

and (Name of Corporate Surety)

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

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

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

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

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

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

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

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

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

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

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

ATTACHMENT 2

PROJECT

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

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

as Principal, hereinafter "CONTRACTOR,"

and (Name of Corporate Surety)

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

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

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

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

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

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

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

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

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

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

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

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

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

ATTACHMENT 3

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE _____ PROJECT

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2023 Insurance Requirements for Construction Contracts **Agreements under Civil Code 2783 or 2782.5**

Contractor shall procure and maintain for the duration of the contract, and for five years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its 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 Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
1. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$5,000,000** per accident for bodily injury and property damage.
2. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provided written verification it has no employees.)
3. **Builder’s Risk** (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
4. **Surety Bonds** as described below.
5. **Professional Liability** (if Design/Build): Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
6. **Contractors’ Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the

Attachment C: 2023 Insurance Requirements for Construction Contracts **Agreements under Civil Code 2783 or 2782.5**

satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, 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 and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **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 and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name Inyo County as a loss payee** as their interest may appear. If the project does not involve new or major reconstruction, at the option of Inyo County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Inyo County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services

Attachment C: 2023 Insurance Requirements for Construction Contracts Agreements under Civil Code 2783 or 2782.5

involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Waiver of Subrogation: Contractor hereby agrees to waive rights to subrogation which any insurer of Contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer. **The Workers’ Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents, and subcontractors.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Surety Bonds

Contractor shall provide the following Surety Bonds in accordance with the bid package directions:

1. Bid Bond

Attachment C: 2023 Insurance Requirements for Construction Contracts
Agreements under Civil Code 2783 or 2782.5

2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-

SPECIAL PROVISIONS

FOR

**HSIP ONION VALLEY ROAD GUARDRAIL
PROJECT**

COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS APPROVAL

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

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

Director of Public Works

Specifications Approval Date

INYO COUNTY PUBLIC WORKS DEPARTMENT

HSIP ONION VALLEY ROAD GUARDRAIL PROJECT

SPECIAL PROVISIONS

DIVISION 1 GENERAL

INTRODUCTION

The HSIP ONION VALLEY ROAD GUARDRAIL PROJECT (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated May 2022 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the “Contract Documents” (as that term is defined in section 1070.04 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans and the Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California.

Unless indicated otherwise, all references in this document to sections are to those in the Standard Specifications (designated by “SS” following the section number) or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Standard Specifications referenced herein and these Special Provisions, the latter shall prevail and be observed.

PROJECT DESCRIPTION

The **HSIP ONION VALLEY ROAD GUARDRAIL PROJECT** will occur at 18 locations on Onion Valley Road. All work will be completed in a manner reflecting good workmanship and sound judgement. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

SECTION 31 AWARD OF CONTRACT OR REJECTION OF BIDS

The third paragraph of Section 31 of the Standard Specifications shall be amended to read:

Whenever possible, the award to the lowest responsible responsive bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 15 days of Notification of Award, as further described in Section 32.1, Contract Execution Requirements, of the Standard Specifications.

SECTION 40 SMALL BUSINESS ENTERPRISE PARTICIPATION

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

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

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

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

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

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

SBE Contracting Preference Commitment Submittal

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

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

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

Upon completion of the contract, a summary of these records shall be prepared on “Final Report – Utilization of Small Business Enterprises - (SBE), First-Tier Subcontractors,” certified correct by the Contractor or his authorized representative, and submitted to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

INSURANCE REQUIREMENTS

713 SURETY BONDS

Contractor shall provide the following Surety Bonds:

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

SECTION 1017 PROSECUTION AND PROGRESS

Amended to read as follows:

1017.07 TIME FOR COMPLETION AND PAYMENTS TO COUNTY FOR DELAY

1017.07.1 Time for Completion

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than **(180) Calendar days** from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the “Time for Completion”.

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

1017.07.2 Liquidated Damages

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

\$400.00 per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

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

PLANS

FOR

**HSIP ONION VALLEY ROAD GUARDRAIL
PROJECT**



ONION VALLEY GUARDRAIL

INYO COUNTY BOARD OF SUPERVISORS

JENNIFER ROESER	CHAIRPERSON	DISTRICT 4
TRINA ORRILL	SUPERVISOR	DISTRICT 1
JEFF GRIFFITHS	SUPERVISOR	DISTRICT 2
SCOTT MARCELLIN	SUPERVISOR	DISTRICT 3
MATT KINGSLEY	SUPERVISOR	DISTRICT 5

INYO COUNTY DEPARTMENT OF PUBLIC WORKS

MICHAEL ERRANTE	DIRECTOR
JOHN PINCKNEY	DEPUTY DIRECTOR

JENNIFER ROESER
CHAIRMAN

DATE

MICHAEL ERRANTE
INYO COUNTY
DIRECTOR OF PUBLIC WORKS

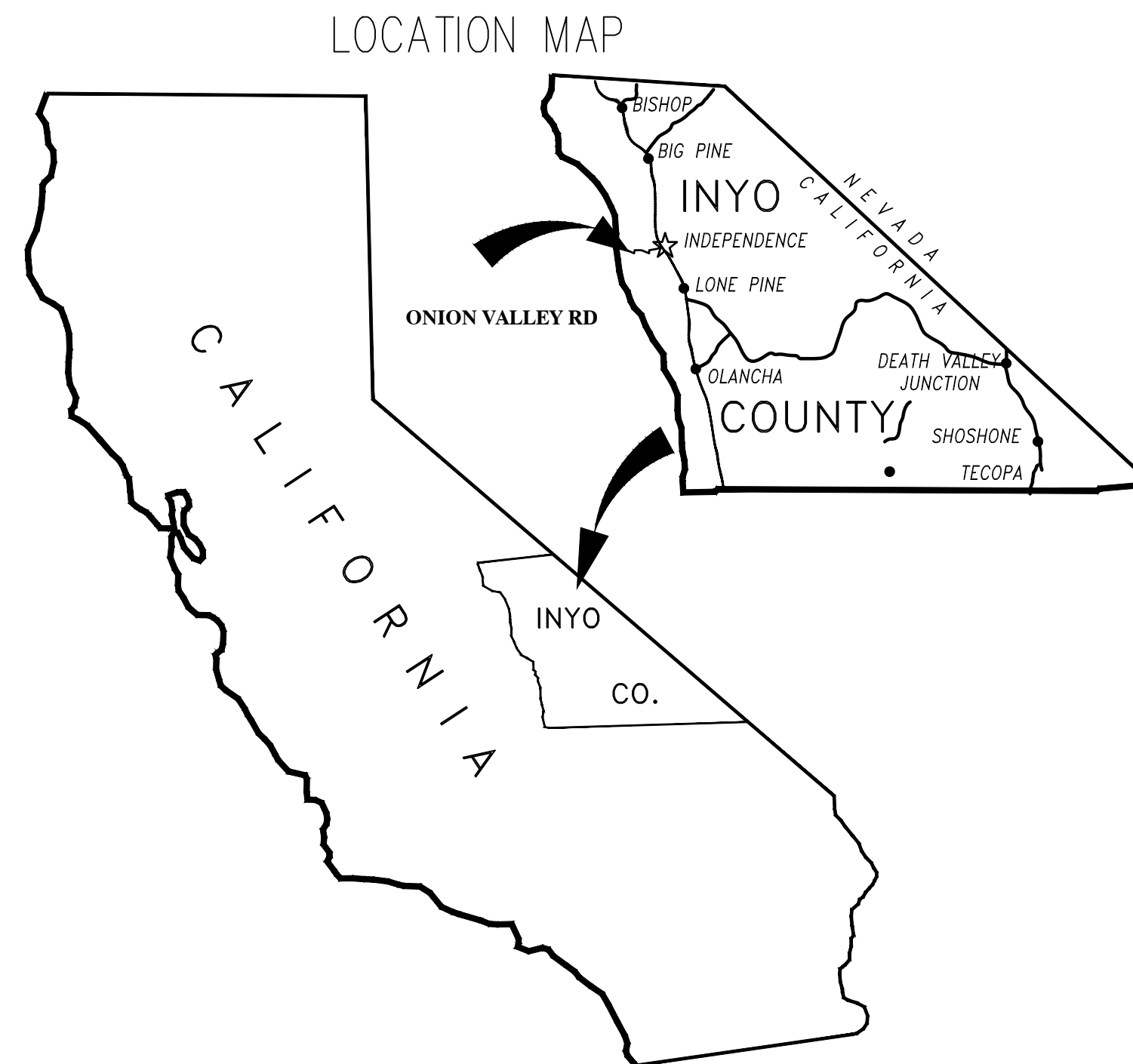
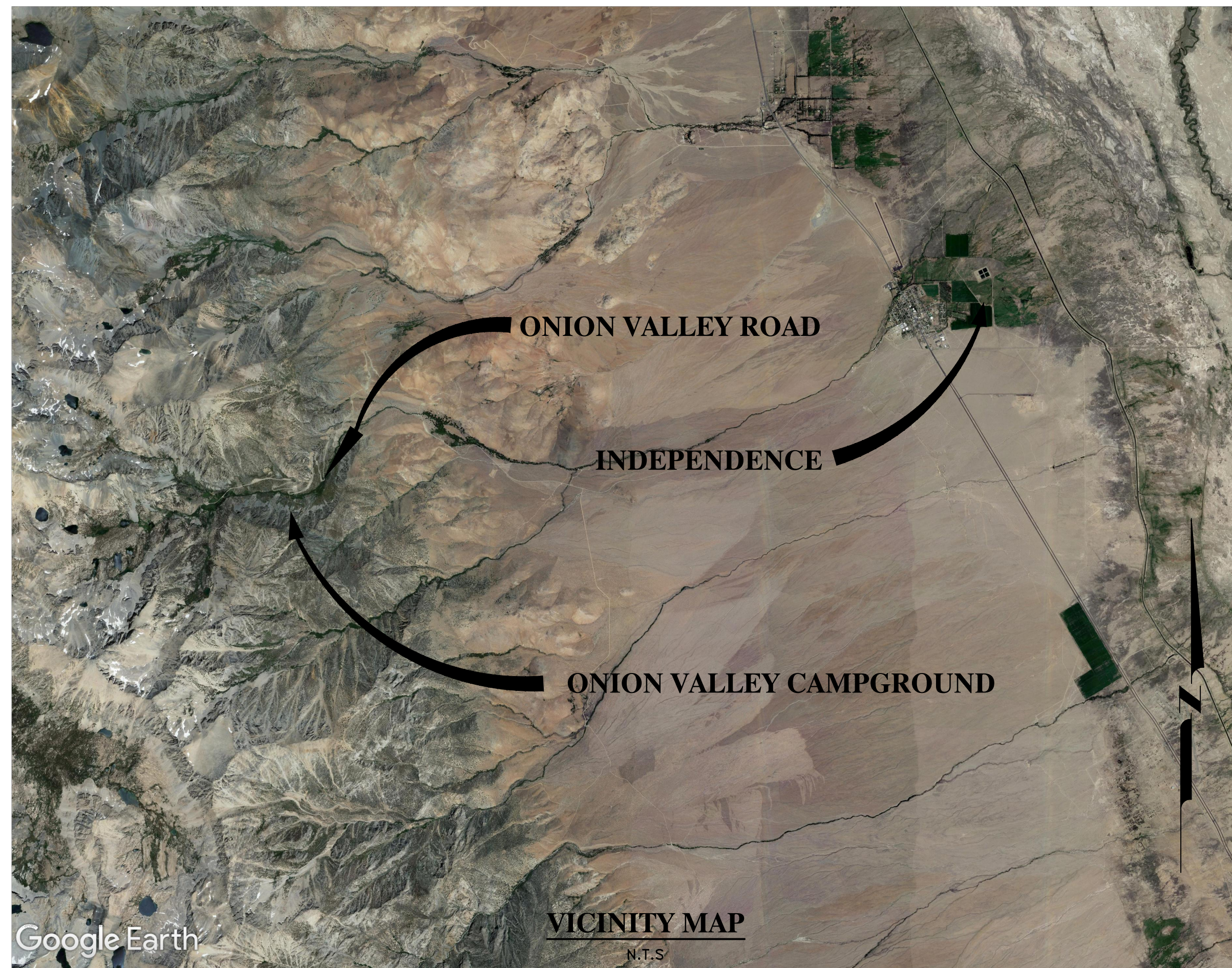
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ENGINEER'S CERTIFICATE

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH ACCEPTED ENGINEERING PROCEDURES AND GUIDELINES, AND ARE IN SUBSTANTIAL COMPLIANCE WITH APPLICABLE STATUTES, COUNTY ORDINANCES, STANDARDS AND COUNTY CODE.

JENNIFER ROMAN, P.E.
SENIOR ENGINEER

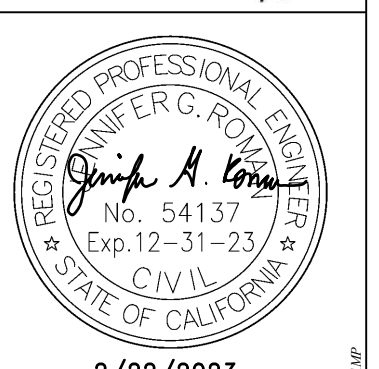
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C3	GUARDRAIL DATA
C4	GUARDRAIL SEGMENT 1 PLAN - PART 1
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BY	REVISIONS	Date

TITLE SHEET
PROJECT
INYO COUNTY
ONION VALLEY GUARDRAIL
INYO COUNTY
CA



2/22/2023
Designed: CC
Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023
SHEET No.
C1 OF 42



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DATE: 2/22/2023

GUARDRAIL SEGMENTS LOCATION MAP



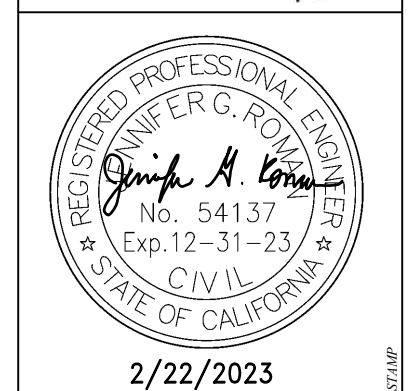
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TITLE: **GUARDRAIL SEGMENTS LOCATION MAP**
 PROJECT: **INYO COUNTY
 ONION VALLEY GUARDRAIL**
 INYO COUNTY CA

EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221



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GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE INYO COUNTY STANDARD SPECIFICATIONS AND STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION OR CALTRANS STANDARD PLANS AND SPECIFICATIONS. IN THE EVENT OF CONFLICT BETWEEN ANY PORTION COUNTY STANDARDS AND CALTRANS STANDARDS, COUNTY CODE SHALL TAKE PRECEDENCE.
- CONTRACTOR IS REQUIRED TO OBTAIN ALL NECESSARY PERMITS.
- ALL EXCAVATION AND EMBANKMENT SHALL BE IN ACCORDANCE WITH INYO COUNTY STANDARDS.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH PROJECT SCOPE.
- SHOULD ANY PREHISTORIC OR HISTORIC REMAINS OR ARTIFACTS BE DISCOVERED DURING CONSTRUCTION, WORK SHALL TEMPORARILY BE HALTED AT THE SPECIFIC SITE AND INYO COUNTY STAFF NOTIFIED. THE PERIOD OF TEMPORARY DELAY SHALL BE LIMITED TO A MAXIMUM OF TWO WORKING DAYS FROM THE DATE OF NOTIFICATION.
- WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC. THE CONSTRUCTION OF STREET IMPROVEMENTS SHALL ALLOW FOR THE PERTURBATION OF ALL EXISTING LEGAL ACCESSES AND EXISTING DRIVEWAYS. LOCATION AND WIDTH OF ALL LEGAL ACCESSES AND DRIVEWAYS SHALL BE IN ACCORDANCE WITH THE INYO COUNTY PUBLIC WORKS STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION.
- PRIOR TO FINAL ACCEPTANCE AND BOND RELEASES, A CERTIFIED LEGIBLE AS-BUILT DRAWING MUST BE SUBMITTED TO INYO COUNTY. AS-BUILT DRAWING MUST SHOW ALL CHANGES AND ACTUAL FIELD LOCATIONS. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE AN AS-BUILT DRAWING SHOWING ALL CHANGES AND ACTUAL FIELD LOCATIONS. IN THE ABSENCE OF CHANGES, A COPY OF APPROVED DRAWINGS WILL BE REQUIRED STATING "INSTALLED AS PER DRAWINGS" AND CERTIFIED AS SUCH BY THE ENGINEER.
- CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITION BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE AND OF INGRESS AND EGRESS TO SAID CONSTRUCTION. EXTENT OF TRANSITION TO BE DETERMINED BY THE ENGINEER.
- CALL UNDERGROUND SERVICE ALERT (DIGALERT - 811) FOR UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL GET WRITTEN APPROVAL FROM THE ENGINEER PRIOR TO USING A STAGING AREA WITHIN A RESIDENTIAL NEIGHBORHOOD. NO MATERIALS OF ANY KIND SHALL BE STOCKPILED OR CONSTRUCTION EQUIPMENT PARKED ON CONCRETE OR ASPHALT SURFACES WITHOUT APPROVAL BY THE ENGINEER.
- PROTECTION AND REPLACEMENT OF SURVEY MONUMENTS OR PROPERTY STAKES NOT DELINEATED ON THE CONTRACT DRAWINGS SHALL BE THE CONTRACTOR'S RESPONSIBILITY. REPLACEMENT OF SURVEY MONUMENTS OR PROPERTY STAKES SHALL BE DONE TO INYO COUNTY'S SATISFACTION.
- THE CONTRACTOR SHALL TAKE REASONABLE MEASURES TO PROTECT EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS DAMAGED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED OR RECONSTRUCTED TO THE ENGINEER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATE OFF-SITE DISPOSAL OF ALL BITUMINOUS PAVEMENT, CONCRETE AND REINFORCEMENT, AND SPOILS NOT NEEDED FOR BACKFILL AS REQUIRED BY THE ENGINEER AND PER SPECIFICATIONS.
- ANY STRIPING DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTORS EXPENSE TO THE SATISFACTION OF THE ENGINEER.
- FOR GUARDRAIL REMOVAL, CONTRACTOR TO REMOVE ALL ABOVE-SURFACE EXISTING GUARDRAIL AS SHOWN. CONTRACTOR TO REMOVE ALL GUARDRAIL FOUNDATIONS WHEN IN CONFLICT WITH PROPOSED GUARDRAIL POSTS. ALL EXISTING GUARDRAIL FOUNDATIONS MAY BE ABANDONED WHEN OUT OF CONFLICT WITH PROPOSED LOCATIONS. PROPOSED TYPICAL GUARDRAIL POST SHALL BE EVENLY SPACED EVERY 6'3". EXISTING FOUNDATIONS WITHIN 12" OF A NEW POST SHALL BE REMOVED.
- GUARDRAIL POSTS TO BE STEEL.
- FOR IN-LINE END TREATMENTS, USE THE MASH-COMPLIANT SEQUENTIAL KINKING TERMINAL (MSKT) TANGENT END TREATMENT FOR 31" MGS BY ROADSYSTEMS, INC. FOR FLARED END TREATMENTS, USE THE MASH FLARED ENERGY ABSORBING TERMINAL (MFLAET) END TREATMENT FOR 31" MGS BY ROAD SYSTEMS, INC. FOR BURY END TREATMENTS, REFER TO THE CALTRANS STANDARD DETAILS.
- FACE OF GUARDRAIL TO MATCH EDGE OF PAVEMENT. WHERE MULTIPLE TIERS OF PAVEMENT EXISTS DUE TO ASPHALT CAPPING, MATCH FACE OF GUARDRAIL TO HIGHEST ASPHALT EDGE TO AVOID WHEEL CATCH.
- CONTRACTOR TO BUILD UP SHOULDERS WITH COMPACTED FILL WHEN SUB-NARROW CONDITION EXISTS WITHIN TWO FEET OF A (P) POST. CONTRACTOR TO GRADE SOIL WITHIN END TREATMENT AREA ACCORDING TO MANUFACTURER RECOMMENDATIONS. CONTRACTOR TO FOLLOW MANUFACTURER INSTALLATION INSTRUCTIONS FOR END TREATMENT INSTALLATIONS.
- PROPOSED LENGTH OF GUARDRAIL DATA CHART ON SHEET C3 DOES NOT INCLUDE END TREATMENTS. PROPOSED GUARDRAIL LENGTH IS FROM SPLICE POINT OF END TREATMENT TO SPLICE POINT OF END TREATMENT.
- FOR GUARDRAIL SEGMENTS ADJACENT TO WATERS, CONTRACTOR TO CONDUCT WORK FROM WITHIN THE LIMITS OF STREET LEVEL AS MUCH AS POSSIBLE. CONTRACTOR TO ERRECT ENVIRONMENTALLY SENSITIVE AREAS FENCING AND WADDLE TO CONTROL FOR CONSTRUCTION FOOTPRINT AND EROSION CONTROL. ENVIRONMENTALLY SENSITIVE AREAS FENCING AND WADDLE SHALL BE PARALLEL TO ROAD AND EXTEND TWENTY FEET BEYOND LIMITS OF NEW GUARDRAIL SEGMENTS. STAGING AND LAYDOWN AREAS ARE PROHIBITED ON SHOULDERS ADJACENT TO WATERS.
- MGS DELINEATION SHALL BE INSTALLED ON GUARDRAIL IN INCREMENTS NO LESS THAN 20 FEET. OBJECT MARKER TYPE L-1 SHALL BE INSTALLED TWO TO FIVE FEET BEFORE THE BEGINNING AND AFTER THE END OF ALL GUARDRAIL SEGMENTS.

PUBLIC WORKS UTILITY NOTES

- CONTRACTOR IS REQUIRED TO PERFORM DUST CONTROL.
- CONTRACTOR SHALL MAINTAIN AN ON-GOING PROCESS FOR REMOVAL OF ALL SPILLAGE OF EXCAVATED MATERIAL ON ALL PAVED STREETS.
- PERMITS, APPROVED PLANS, AND BARRICADE PLANS FOR THIS WORK MUST BE ON THE JOB SITE AT ALL TIMES.
- INSPECTIONS ARE REQUIRED. THE CONTRACTOR SHALL NOTIFY ALL EFFECTED PUBLIC ENTITIES 48 HOURS MINIMUM PRIOR TO COMMENCEMENT OF WORK.

TRAFFIC NOTES

- ANY EXISTING TRAFFIC CONTROL DEVICES AND, OR SIGNS SHALL BE MAINTAINED DURING THE PERIOD OF CONSTRUCTION, AND SHALL BE REPOSITIONED, AS REQUIRED, PER THE ENGINEER, UPON COMPLETION OF THE PROJECT.
- TRAFFIC, SCHOOL, OR STREET SIGNS OF ANY KIND ARE NOT TO BE MOVED FOR ANY REASON WITHOUT FIRST OBTAINING PERMISSION FROM INYO COUNTY, EXCEPT AS SHOWN ON THESE PLANS, OR AS APPROVED BY THE ENGINEER.
- THE CONTRACTOR SHALL SUBMIT, FOR APPROVAL, A TRAFFIC CONTROL PLAN TO THE ENGINEER PRIOR TO PERFORMING ANY WORK IN THE PUBLIC RIGHT-OF-WAY.
- BEFORE ANY WORK IS STARTED IN STREET RIGHT-OF-WAY, THE CONTRACTOR SHALL INSTALL ALL ADVANCE WARNING SIGNS FOR THE CONSTRUCTION ZONE. ALL CONSTRUCTION SIGNING, BARRICADING, AND TRAFFIC DELINEATION SHALL CONFORM TO THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" - CURRENT EDITION AND BE APPROVED BY INYO COUNTY BEFORE CONSTRUCTION BEGINS.

SURVEY NOTES

1. FIELD SURVEY CONDUCTED ON FEBRUARY & MARCH, 2022 BY:
 BEAR ENGINEERING
 2575 STATE ROUTE 338
 WELLINGTON, NY 89444
 775-545-0358

BASIS OF BEARINGS: GRID NORTH, AS DETERMINED BY AN NGS OPUS SOLUTION AT POINT 1000, A 5/8" REBAR SET IN REMNANT OF DIRT ROAD @ APPROXIMATE STATION 308+00. 100'± RIGHT OF THE EP ON THE SOUTHEASTERLY SIDE OF A CUT SLOPE.

BEARINGS AND DISTANCES ARE GRID








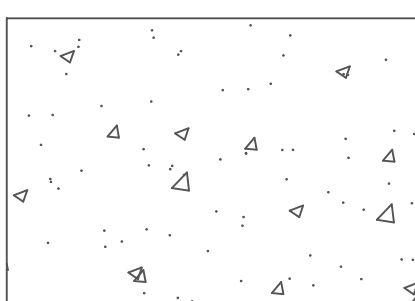

NGS OPUS LATITUDE & LONGITUDE BASE VALUES ARE:
 LATITUDE: N 36° 47' 32.15436"
 LONGITUDE: W 118° 18' 07.58112"

CCS, ZONE IV NAD_83(2011)(EPOCH:2010.0000)
 COORDINATE BASE VALUES ARE:
 NORTHING: 2,172,279.41' US SURVEY FEET
 EASTING: 6,765,990.06' US SURVEY FEET
 ORTHO HEIGHT: 6861.94' US SURVEY FEET[NAVD88 (COMPUTED USING GEOID18)]

CONVERGENCE ANGLE: +0°24'59" @ BASE
 TRUE AZIMUTH= GRID AZIMUTH + CONVERGENCE ANGLE

COMBINED GRID FACTOR: 0.99962085
 @ BASE
 GROUND DISTANCE=
 GRID DISTANCE/COMBINED GRID FACTOR

LEGEND

-  (E) CL ROADWAY
-  (E) EP
-  (E) GUARDRAIL
-  (P) GUARDRAIL
-  (E) TOB
-  (E) ROW
-  (E) 10' CONTOURS
-  (E) APPROXIMATE AC SURFACE
-  (P) FLARED END TREATMENT

ABBREVIATIONS

- (E) EXISTING
- (P) PROPOSED
- AC ASPHALT CONCRETE
- CL CENTERLINE
- EP EDGE OF PAVEMENT
- GR GUARDRAIL
- HP HINGE POINT
- MGS MIDWEST GUARDRAIL SYSTEM
- R RADIUS
- RDWY ROADWAY
- TOB TOP OF BANK

BY	REVISIONS	Date

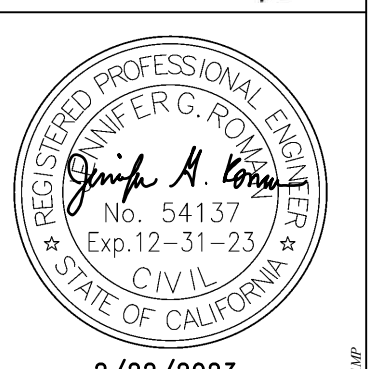
TITLE: **NOTES LEGEND AND ABBREVIATIONS**

PROJECT: **INYO COUNTY UNION VALLEY GUARDRAIL**

INYO COUNTY CA

EASTERN SIERRA ENGINEERING

CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221



2/22/2023

Designed:	CC
Drawn By:	EB/JC
Approved By:	JR
Job No:	21350
Scale:	AS SHOWN
Date:	2/22/2023

SHEET No. **C2** OF **42**



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 DATE: 2/22/2023

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SEGMENT	EXISTING LENGTH	LAYOUT	PROPOSED LENGTH*	PROPOSED END TREATMENT						PROPOSED TOTAL LENGTH	SUB-NARROW ROADWAY*	NARROW ROADWAY	EXISTING ROADWAY WIDTH	PROPOSED ROADWAY WIDTH
				BEGIN (LOW SIDE)			END (HIGH SIDE)							
				BURY	IN-LINE	FLARED	BURY	IN-LINE	FLARED					
(FT)	(TYPE)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)		
1	452	11G OV	437.5			39.45	12.5			489.5	0	89.8	21	21
2	303	11H OV	250.0		46.875				39.45	336.3	0	135.5	21	21
3	193	11J OV	125.0		46.875				39.45	211.3	0	0	23	23
4	152	11E OV	112.5			39.45			39.45	191.4	0	0	26	26
5	204	11E OV	150.0			39.45			39.45	228.9	0	0	23	23
6	153	11H OV	100.0		46.875				39.45	186.3	0	2.7	23.5	23.5
7	342	11D OV	275.0		46.875		46.875			368.8	0	0	23	23
8	243	11J OV	225.0		46.875		46.875			318.8	0	0	23	23
9	123	11L OV	137.5			39.45	12.5			189.5	0	0	26	26
10	242	11E OV	317.0			39.45			39.45	395.9	43.5	92.1	25	25
11	223	11G OV	237.5			39.45	12.5			289.5	0	0	28	28
12	173	11K OV	125.0		46.875		12.5			184.4	0	0	23	23
13	252	11I OV	262.5		46.875			46.875		356.3	0	0	24	24
14	302	11G OV	200.0		46.875		12.5			259.4	0	27.8	24	24
15	212	11K OV	175.0		46.875		12.5			234.4	0	6	28.5	28.5
16	223	11I OV	150.0		46.875		12.5			209.4	72.8	77.5	20	20
17	104	11K OV	112.5		46.875		12.5			171.9	0	0	23	23
18	452	11D OV	362.5		46.875			46.875		456.3	18.7	239	23	20
SUM	4348		3754.5							5077.9	135	670.4	-	-

*PROPOSED LENGTH RUNS FROM OUTSIDE SPLICE OF END TREATMENT TO OUTSIDE SPLICE OF END TREATMENT. FOR BURY END TREATMENTS, THE OUTSIDE 12.5' OF RAIL IS EXCLUDED FROM THE TOTAL VALUE.

**SUB-NARROW ROADWAY OCCURS WHEN THERE IS LESS THAN 2.5' FROM EP TO TOB.

GUARDRAIL DATA

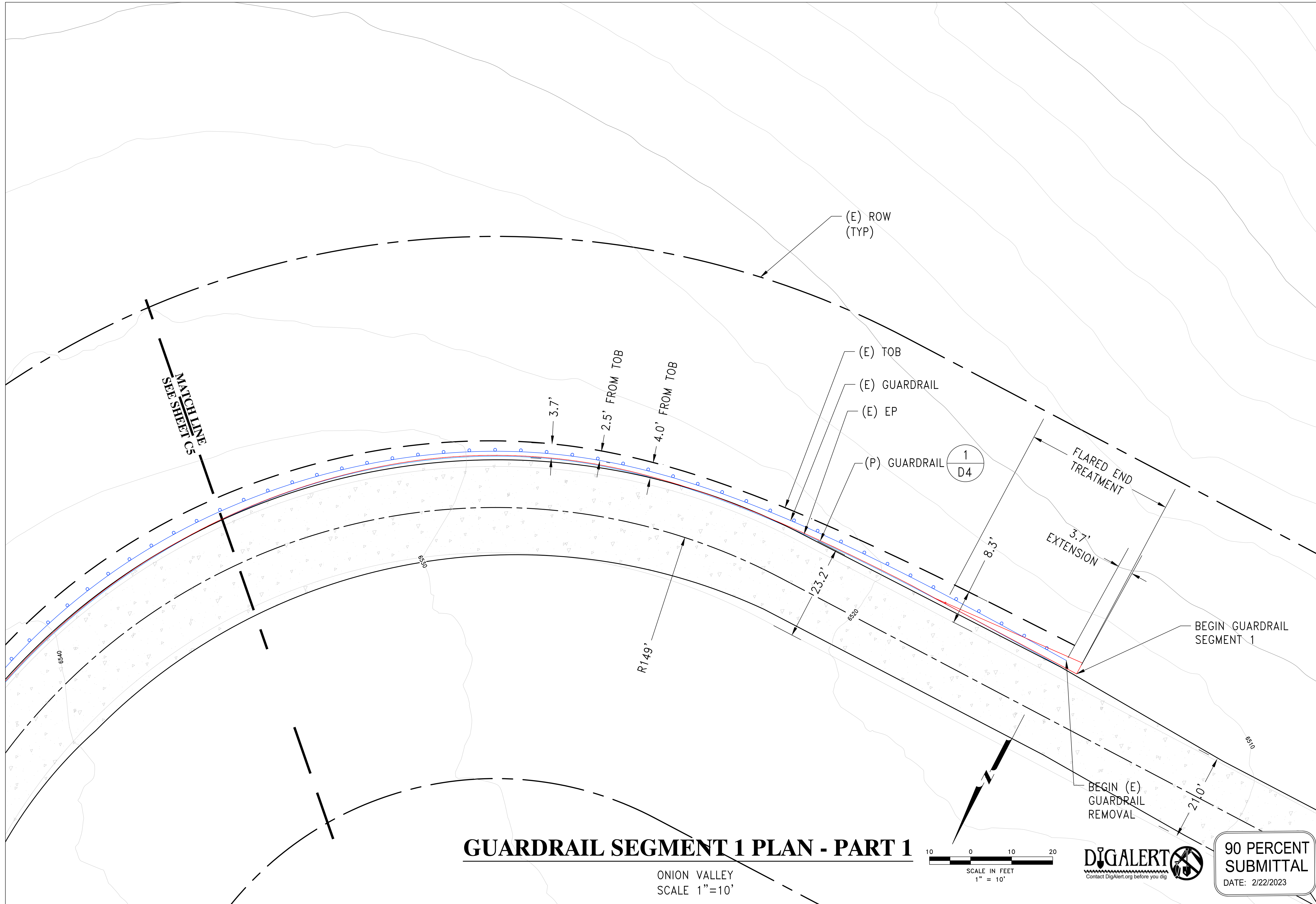
ONION VALLEY
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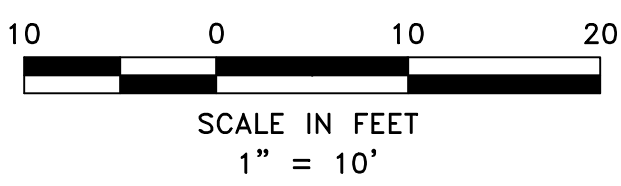
EASTERN SIERRA ENGINEERING CIVIL ENGINEERING & CONSTRUCTION SERVICES 140 WHITNEY ALLEY BISHOP, CA 93514 MAIN: (442) 228-5049 FAX: (775) 828-7221	TITLE	GUARDRAIL DATA
	PROJECT	INYO COUNTY ONION VALLEY GUARDRAIL
	DATE	2/22/2023
	DESIGNED BY	CC
	DRAWN BY	EB/JC
APPROVED BY	JR	
JOB NO.	21350	
SCALE	AS SHOWN	
DATE	2/22/2023	
SHEET No.	C3 OF 42	





GUARDRAIL SEGMENT 1 PLAN - PART 1

ONION VALLEY
SCALE 1"=10'

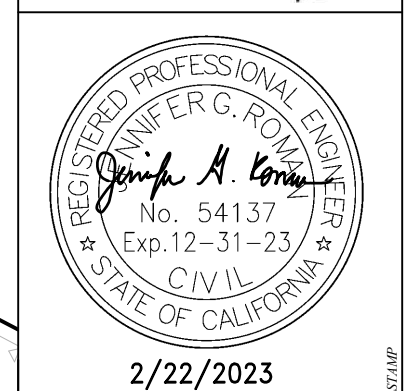


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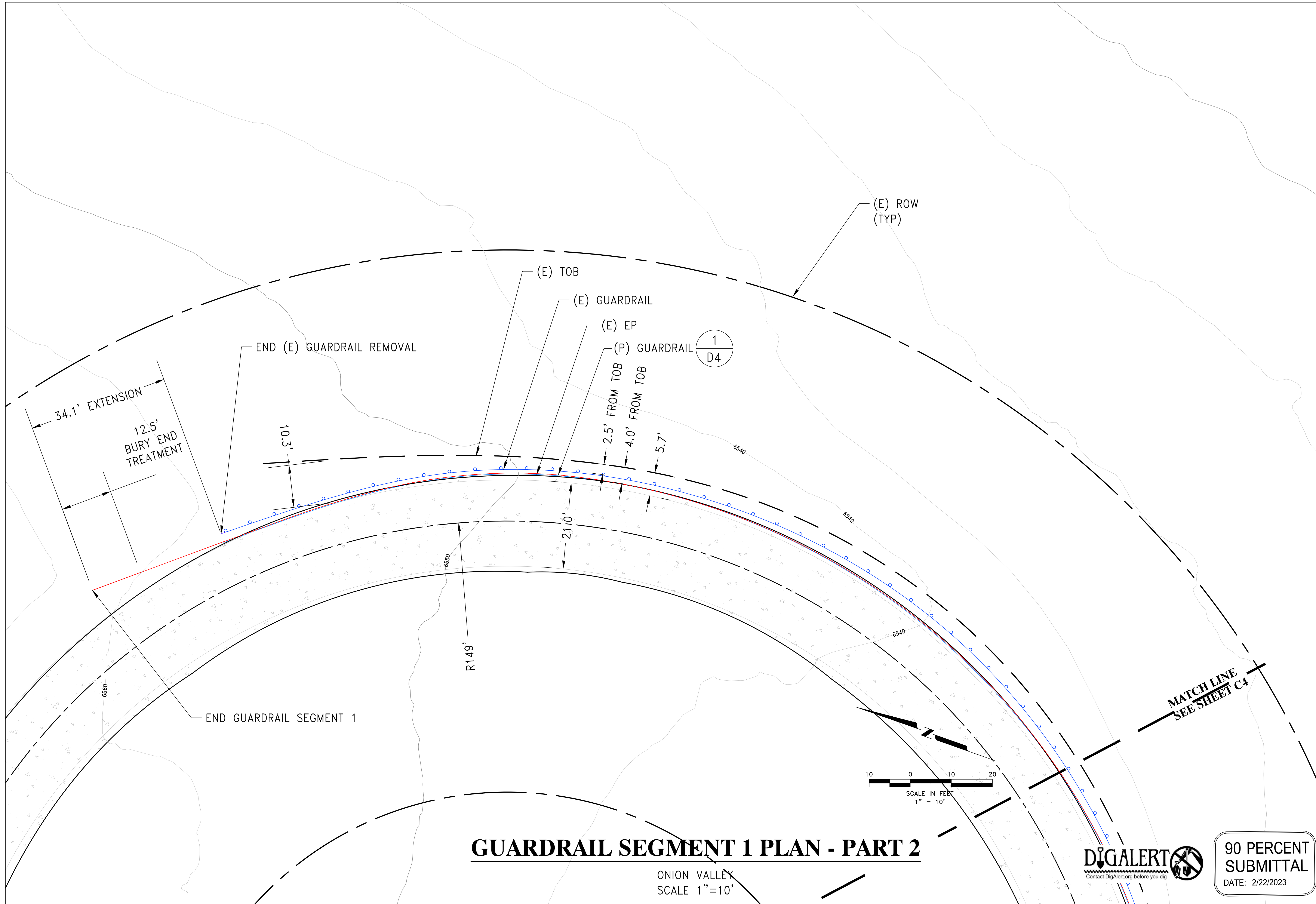
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GUARDRAIL SEGMENT 1 PLAN - PART 1
PROJECT: **INYO COUNTY ONION VALLEY GUARDRAIL**
INYO COUNTY CA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
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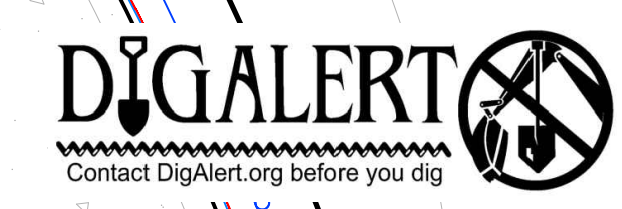


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Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023
SHEET No. **C4 OF 42**



GUARDRAIL SEGMENT 1 PLAN - PART 2

ONION VALLEY
SCALE 1"=10'



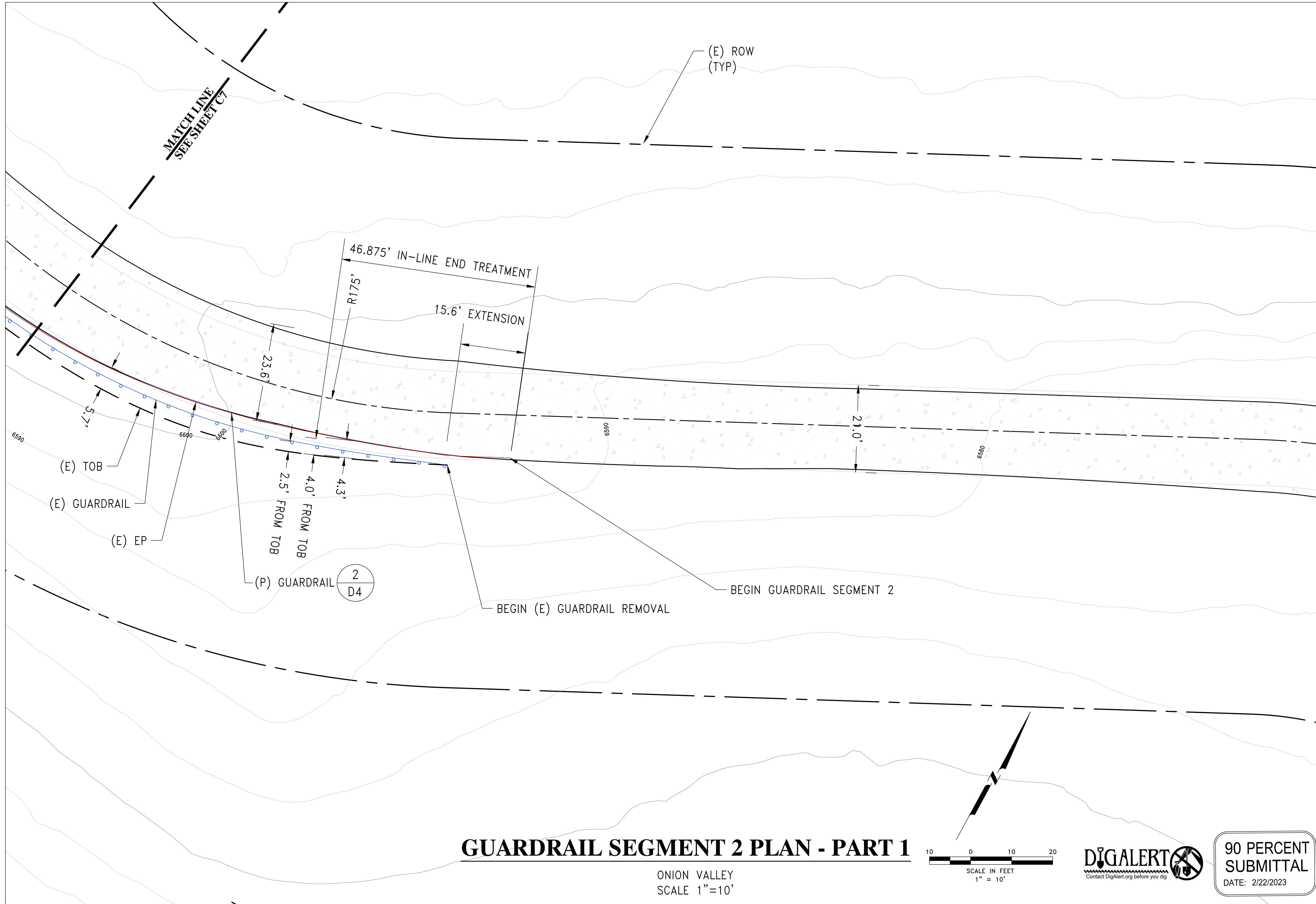
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SUBMITTAL**
DATE: 2/22/2023

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GUARDRAIL SEGMENT 1 PLAN - PART 2
 PROJECT: **INYO COUNTY
ONION VALLEY GUARDRAIL**
 INYO COUNTY CA

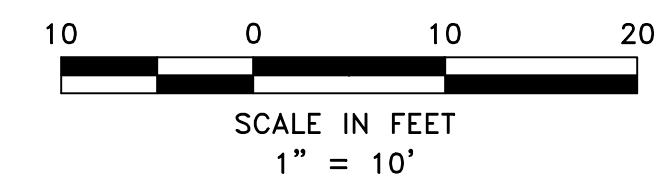
EASTERN SIERRA ENGINEERING
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 140 WHITNEY ALLEY
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DESIGNED: 2/22/2023
 CC
 DRAWN BY: EB/JC
 APPROVED BY: JR
 JOB NO: 21350
 SCALE: AS SHOWN
 DATE: 2/22/2023
 SHEET No.
C5 OF 42



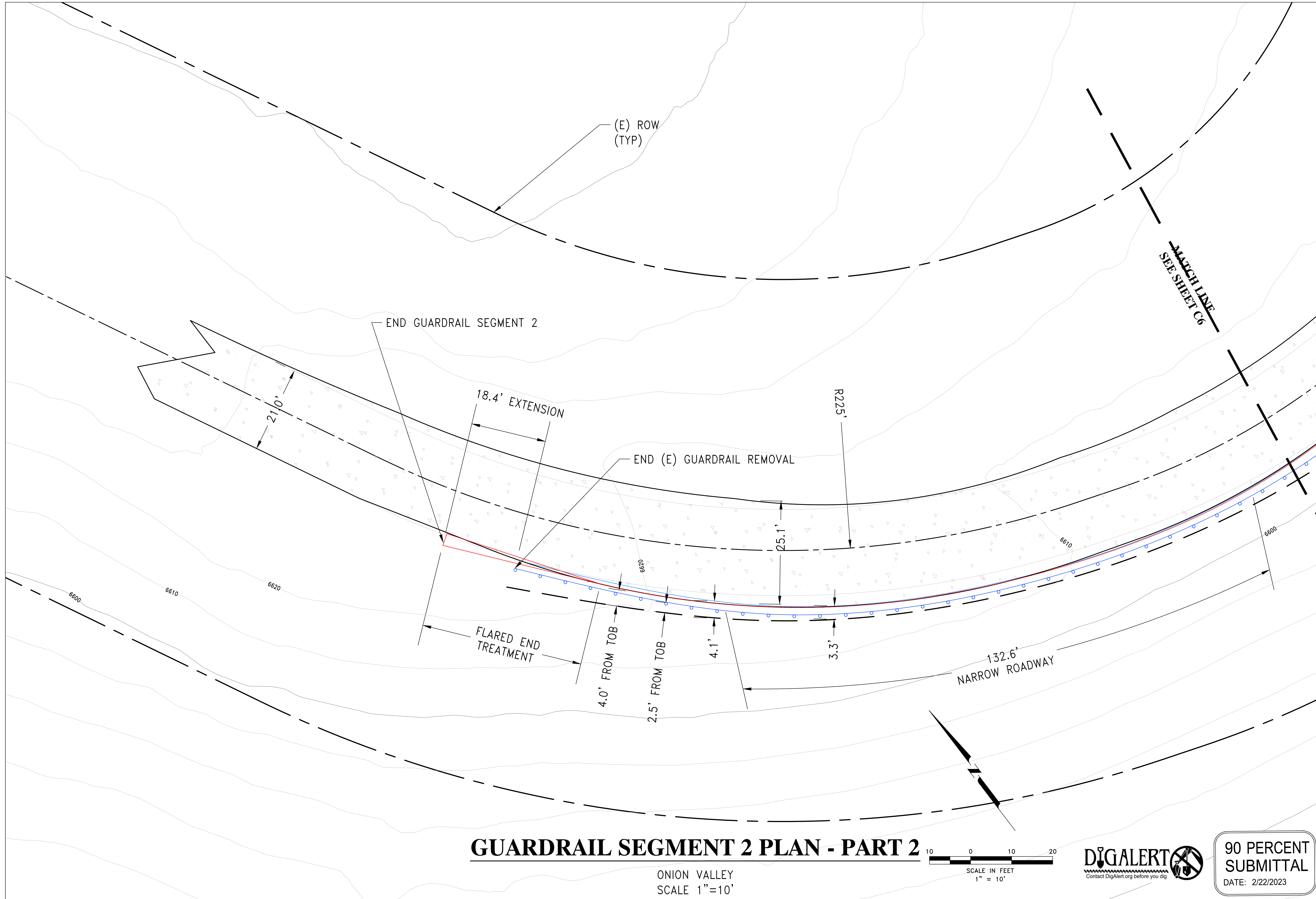
GUARDRAIL SEGMENT 2 PLAN - PART 1

ONION VALLEY
SCALE 1"=10'



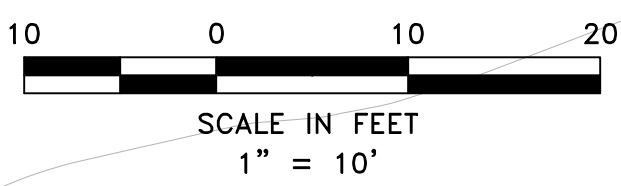
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BY: APPD	
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REVISIONS	
TITLE: GUARDRAIL SEGMENT 2 PLAN - PART 1	
PROJECT: INYO COUNTY ONION VALLEY GUARDRAIL	
INYO COUNTY CA	
EASTERN SIERRA ENGINEERING CIVIL ENGINEERING & CONSTRUCTION SERVICES 140 WHITNEY ALLEY BISHOP, CA 93514 MAIN: (442) 228-5049 FAX: (775) 828-7221	
REGISTERED PROFESSIONAL ENGINEER Jennifer G. Romo No. 54137 Exp. 12-31-23 CIVIL STATE OF CALIFORNIA	
2/22/2023 Designed: CC Drawn By: EB/JC Approved By: JR Job No: 21350 Scale: AS SHOWN Date: 2/22/2023	
SHEET No. C6 OF 42	



GUARDRAIL SEGMENT 2 PLAN - PART 2

ONION VALLEY
SCALE 1"=10'



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DATE: 2/22/2023

No.	Date	REVISIONS	BY	APPD
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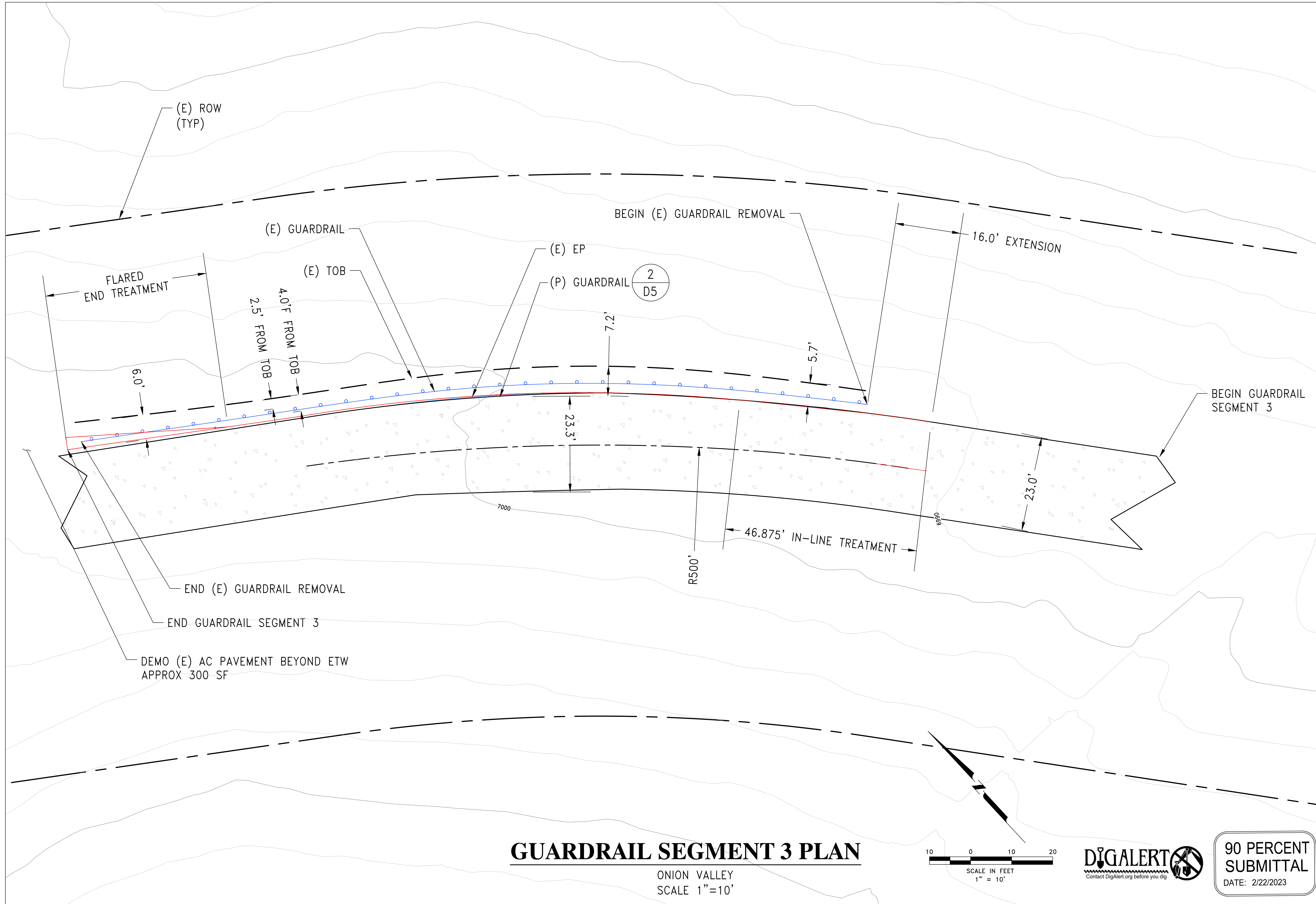
GUARDRAIL SEGMENT 2 PLAN - PART 2
INYO COUNTY
ONION VALLEY GUARDRAIL

EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221

REGISTERED PROFESSIONAL ENGINEER
Joseph A. Torres
 No. 54137
 Exp. 12-31-23
 CIVIL
 STATE OF CALIFORNIA

Designed: 2/22/2023 CC
 Drawn By: EB/JC
 Approved By: JR
 Job No: 21350
 Scale: AS SHOWN
 Date: 2/22/2023

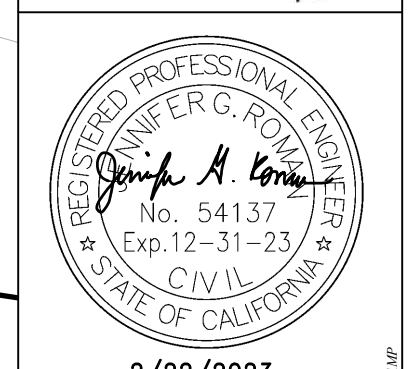
SHEET No.
C7 OF 42



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GUARDRAIL SEGMENT 3 PLAN
INYO COUNTY
ONION VALLEY GUARDRAIL

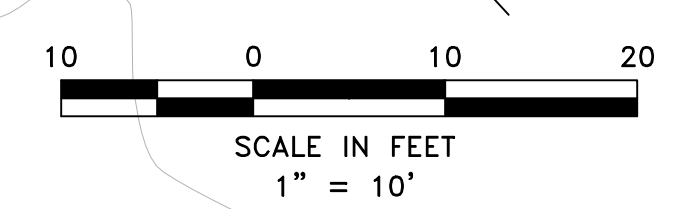
EASTERN SIERRA ENGINEERING
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 Job No: 21350
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C8 OF 42

GUARDRAIL SEGMENT 3 PLAN

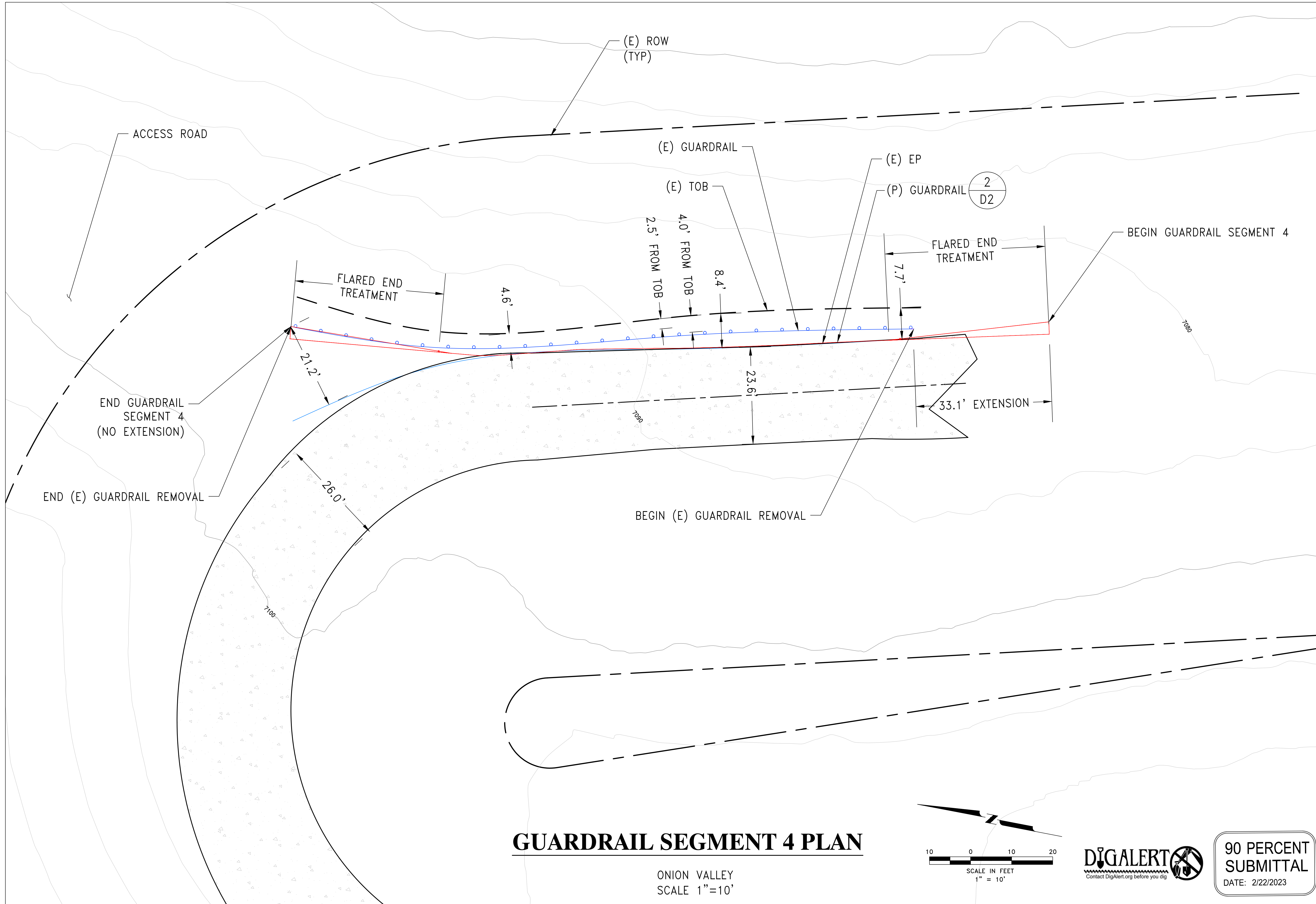
ONION VALLEY
 SCALE 1"=10'



90 PERCENT SUBMITTAL
 DATE: 2/22/2023

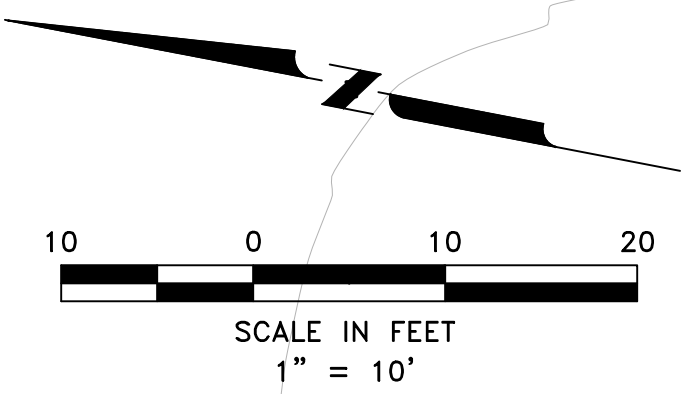
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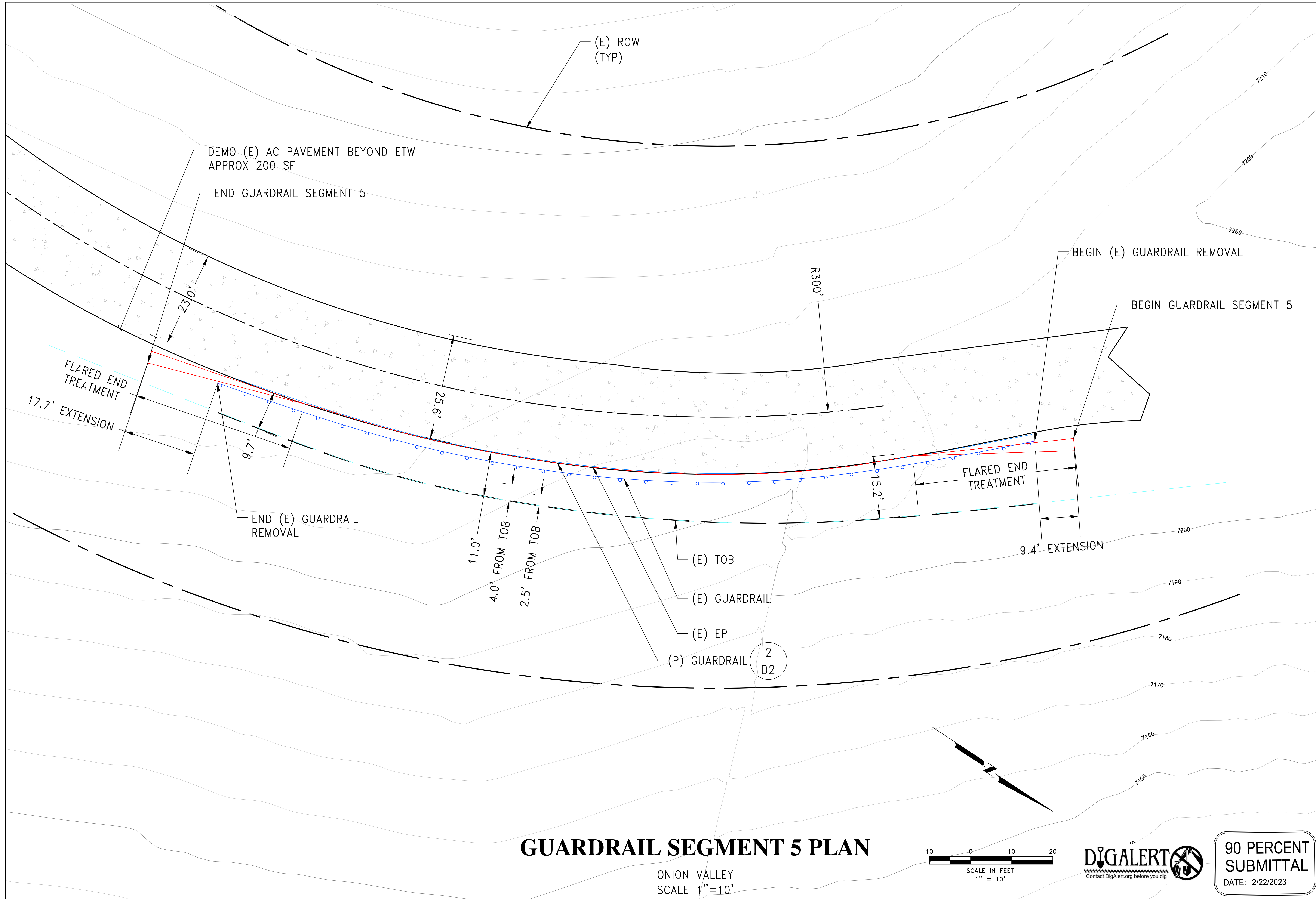
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ONION VALLEY
SCALE 1"=10'



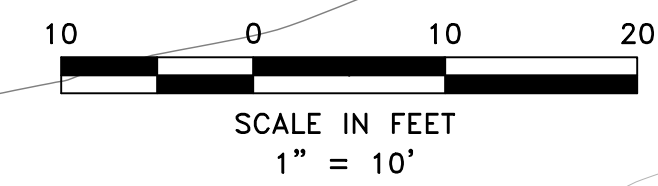
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DATE: 2/22/2023

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TITLE				PROJECT			
GUARDRAIL SEGMENT 4 PLAN				INYO COUNTY ONION VALLEY GUARDRAIL			
EASTERN SIERRA ENGINEERING				CIVIL ENGINEERING & CONSTRUCTION SERVICES 140 WHITNEY ALLEY BISHOP, CA 93514 MAIN: (442) 228-5049 FAX: (775) 828-7221			
				2/22/2023 Designed: CC Drawn By: EB/JC Approved By: JR Job No: 21350 Scale: AS SHOWN Date: 2/22/2023 SHEET No.			
				C9 OF 42			



GUARDRAIL SEGMENT 5 PLAN

ONION VALLEY
SCALE 1" = 10'



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DATE: 2/22/2023

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GUARDRAIL SEGMENT 5 PLAN

INYO COUNTY
ONION VALLEY GUARDRAIL

TITLE

PROJECT

INYO COUNTY CA

EASTERN SIERRA ENGINEERING

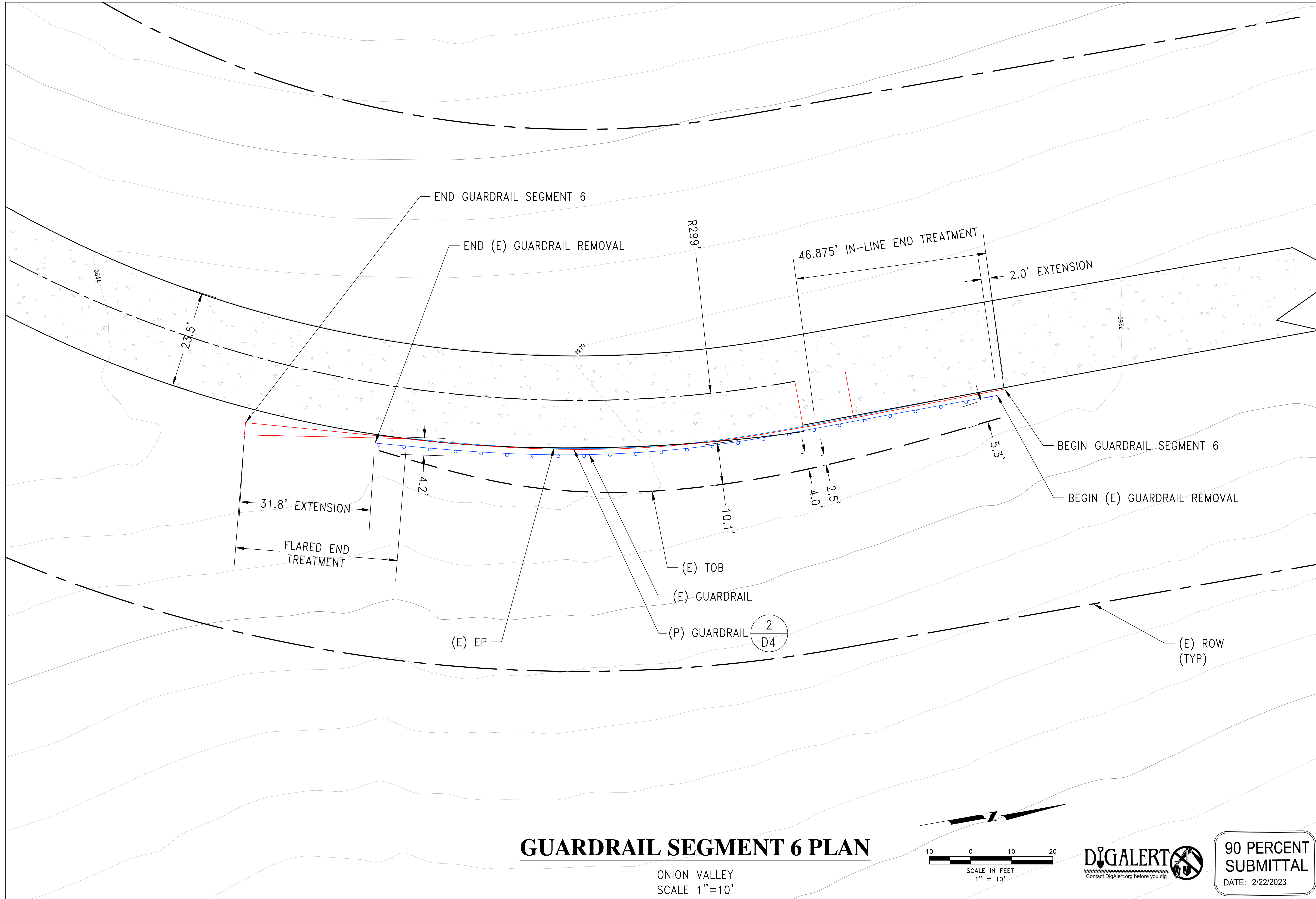
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221

REGISTERED PROFESSIONAL ENGINEER
JAMES H. KERR
No. 54137
Exp. 12-31-23
CIVIL
STATE OF CALIFORNIA

2/22/2023

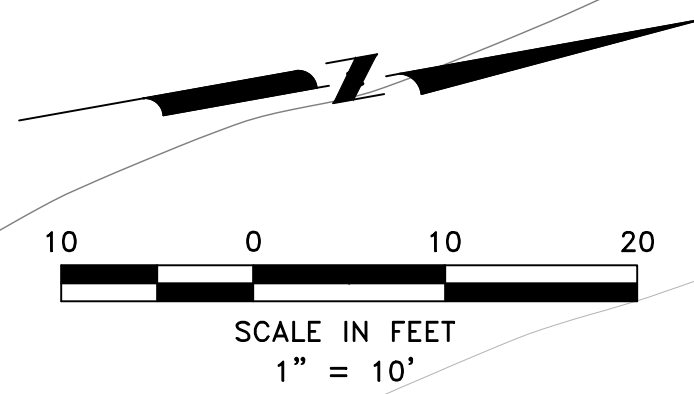
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Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
Date: 2/22/2023

SHEET No.
C10 OF 42



GUARDRAIL SEGMENT 6 PLAN

ONION VALLEY
SCALE 1"=10'

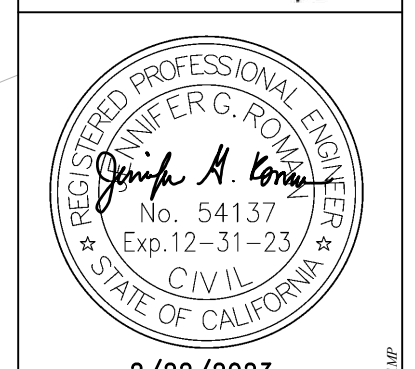


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SUBMITTAL**
DATE: 2/22/2023

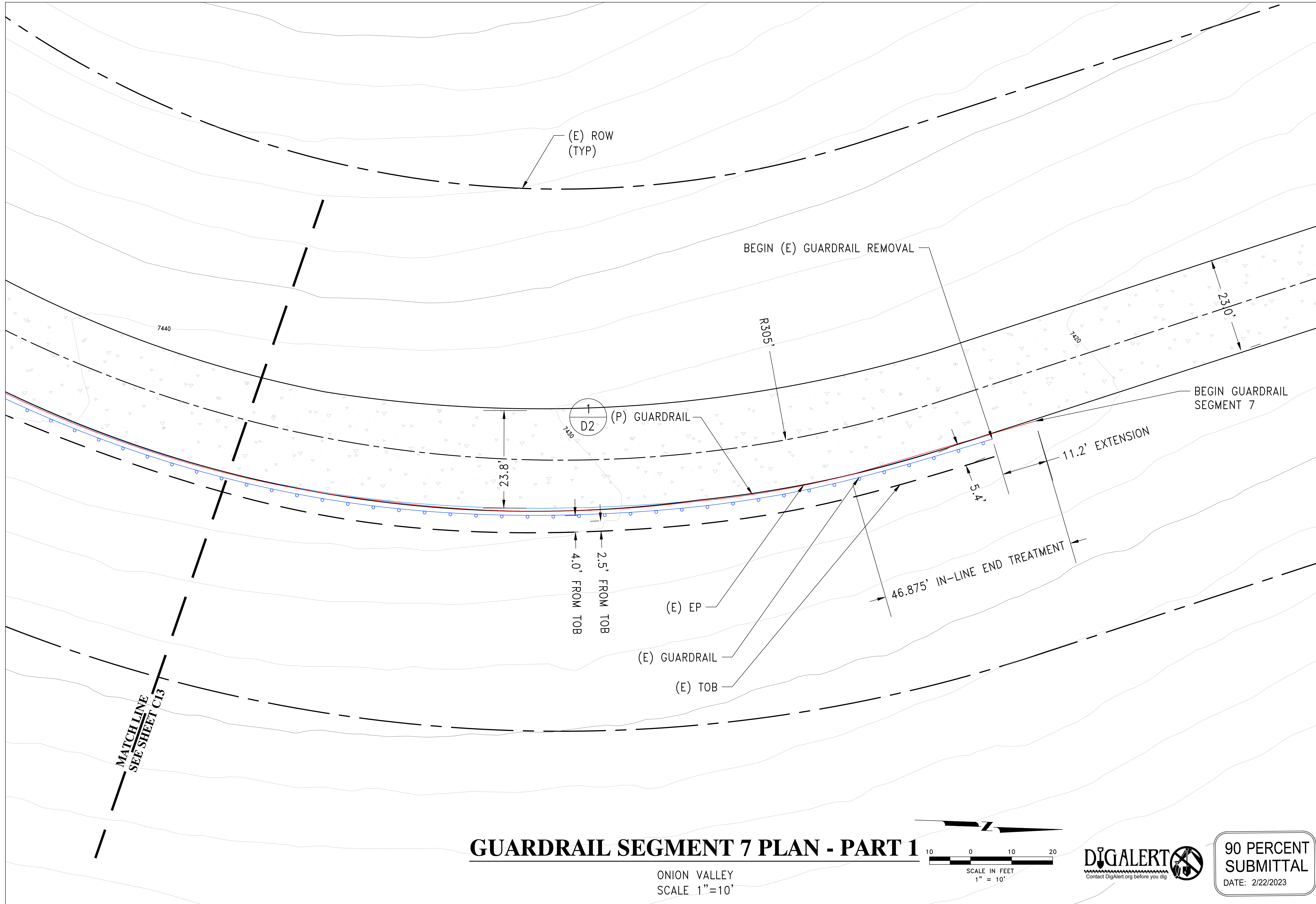
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GUARDRAIL SEGMENT 6 PLAN
PROJECT
**INYO COUNTY
ONION VALLEY GUARDRAIL**
INYO COUNTY
CA

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MAIN: (442) 228-5049
FAX: (775) 828-7221



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Job No: 21350
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Date: 2/22/2023
SHEET No.
C11 OF 42



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GUARDRAIL SEGMENT 7 PLAN - PART 1

PROJECT: **INYO COUNTY
ONION VALLEY GUARDRAIL**

INYO COUNTY CA

EASTERN SIERRA ENGINEERING

CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221

REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEER G. ROMERO
 No. 54137
 Exp. 12-31-23
 STATE OF CALIFORNIA

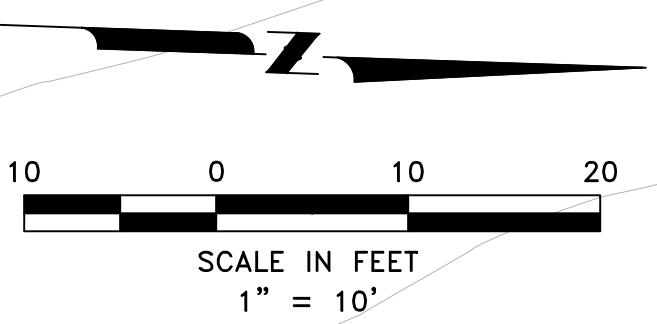
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 Drawn By: EB/JC
 Approved By: JR
 Job No: 21350
 Scale: AS SHOWN
 Date: 2/22/2023

90 PERCENT SUBMITTAL
 DATE: 2/22/2023

SHEET No. **C12 OF 42**

GUARDRAIL SEGMENT 7 PLAN - PART 1

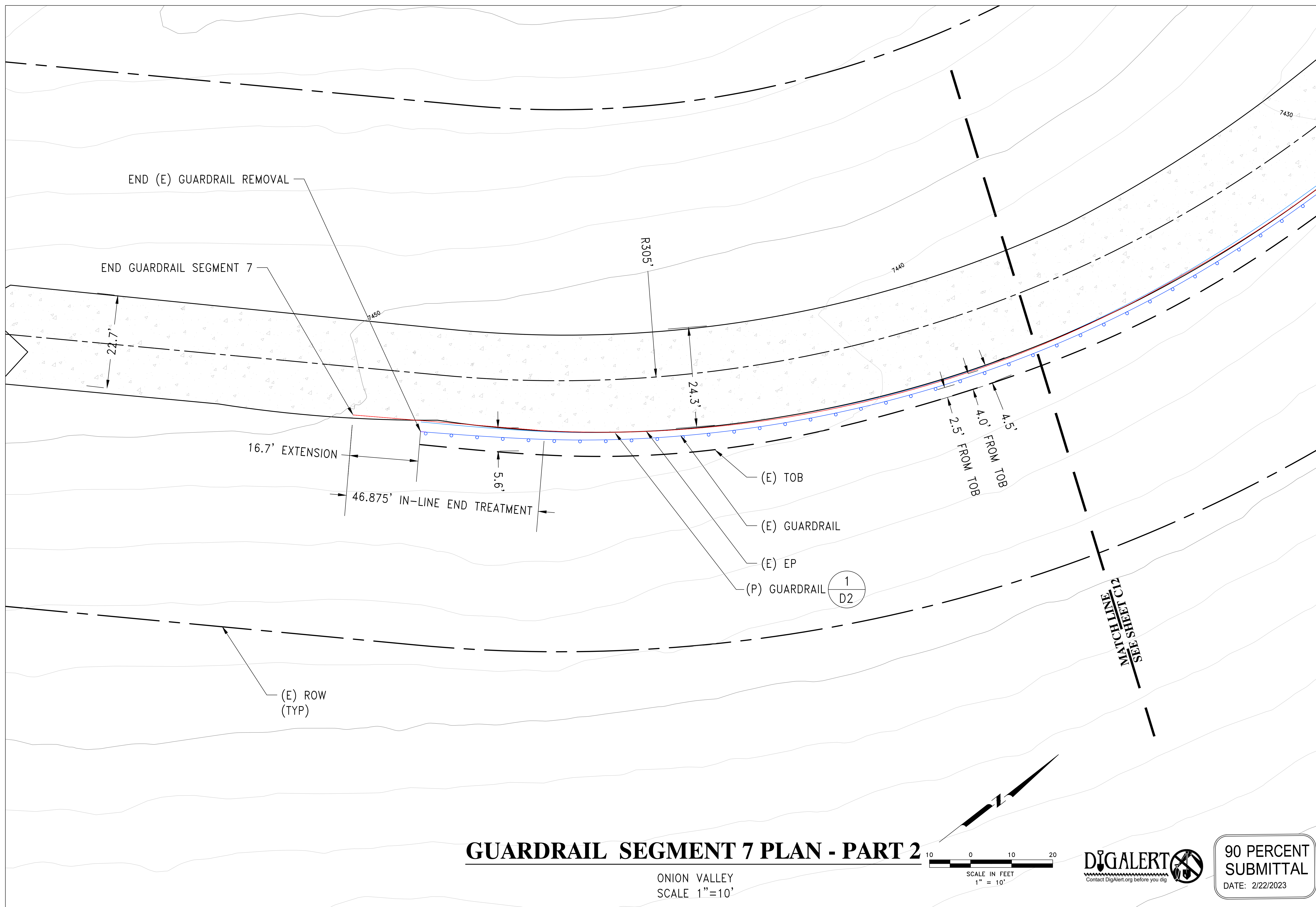
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 SCALE 1"=10'



MATCH LINE
 SEE SHEET C13

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TITLE
GUARDRAIL SEGMENT 7 PLAN - PART 2

PROJECT
INYO COUNTY
ONION VALLEY GUARDRAIL

INYO COUNTY
 CA

EASTERN SIERRA ENGINEERING

CIVIL ENGINEERING & CONSTRUCTION SERVICES
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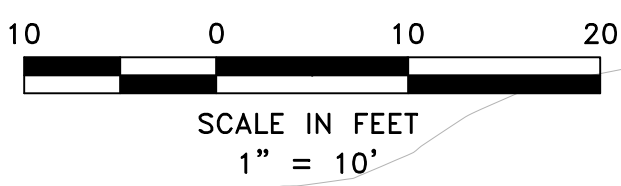
REGISTERED PROFESSIONAL ENGINEER
 CIVIL
 STATE OF CALIFORNIA
 No. 54137
 Exp. 12-31-23
 2/22/2023

Designed: CC
 Drawn By: EB/JC
 Approved By: JR
 Job No: 21350
 Scale: AS SHOWN
 Date: 2/22/2023

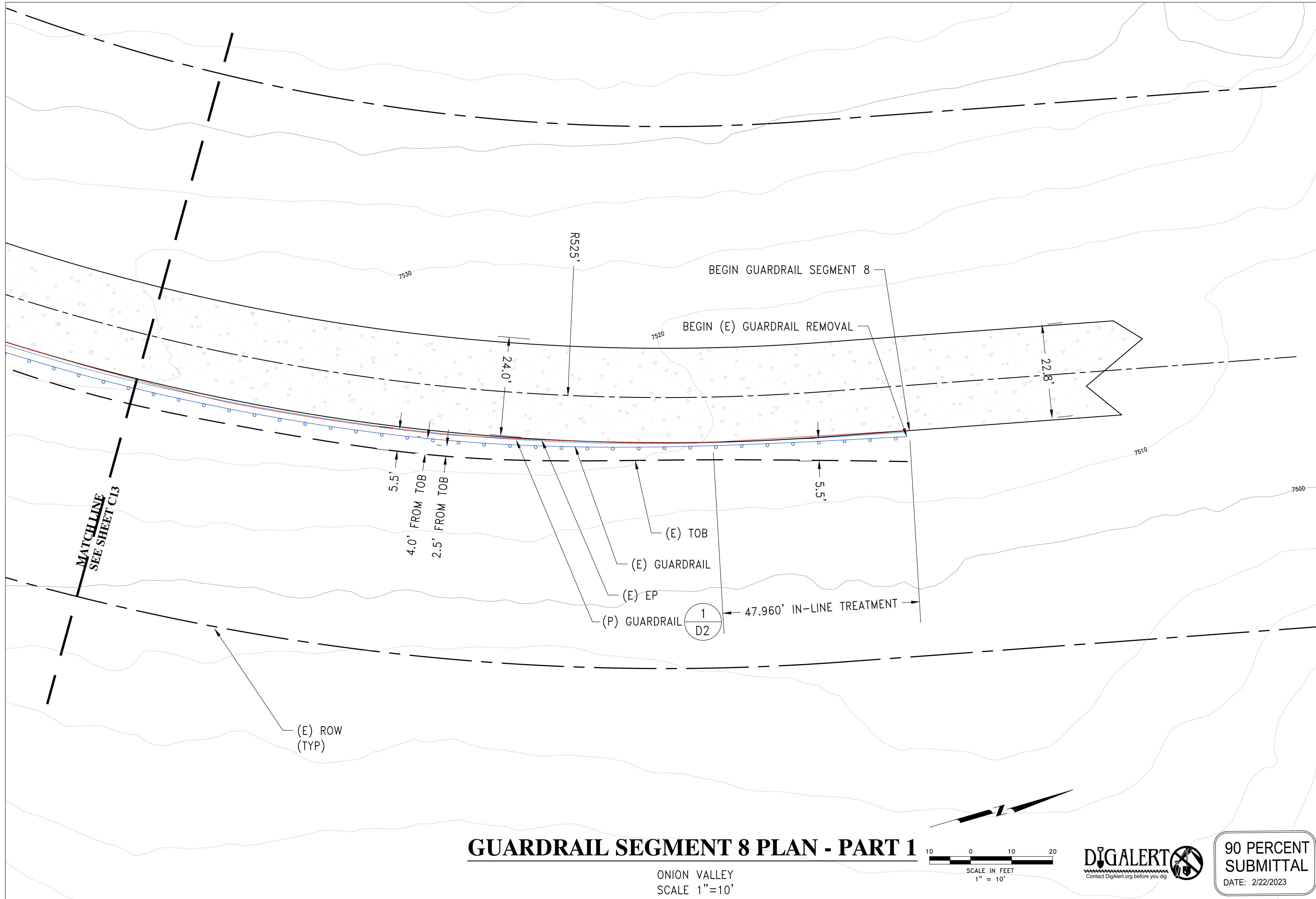
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GUARDRAIL SEGMENT 7 PLAN - PART 2

ONION VALLEY
 SCALE 1"=10'

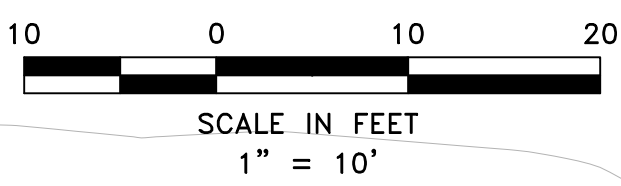


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GUARDRAIL SEGMENT 8 PLAN - PART 1

ONION VALLEY
SCALE 1"=10'



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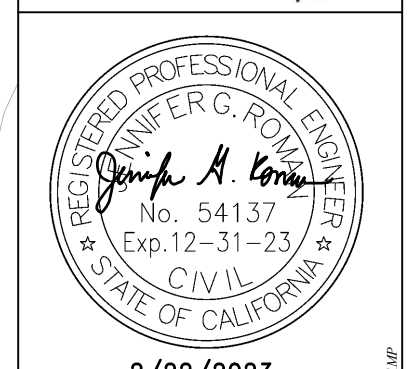
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PROJECT
INYO COUNTY
ONION VALLEY GUARDRAIL

INYO COUNTY
CA

EASTERN SIERRA ENGINEERING

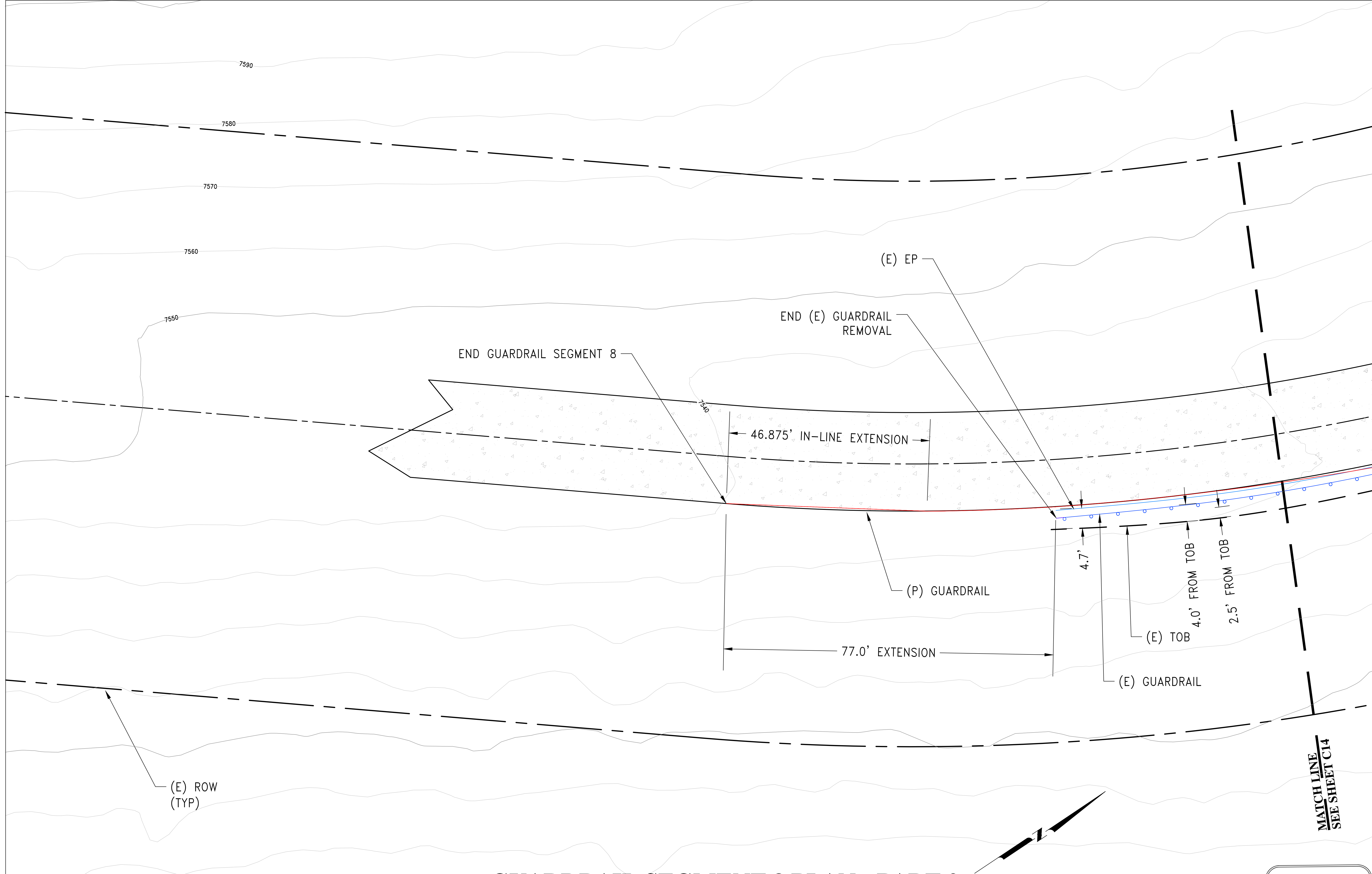
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Job No: 21350
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C14 OF 42

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TITLE
GUARDRAIL SEGMENT 8 PLAN - PART 2

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INYO COUNTY
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 BISHOP, CA 93514
 FAX: (775) 828-7221

MATCH LINE SEE SHEET C14

REGISTERED PROFESSIONAL ENGINEER
 State of California
 No. 54137
 Exp. 12-31-23
 CIVIL
 J. H. [Signature]

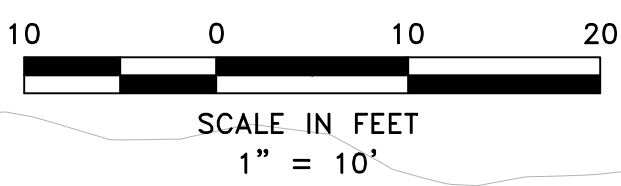
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 Drawn By: EB/JC
 Approved By: JR
 Job No: 21350
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 DATE: 2/22/2023

SHEET No.
C15 OF 42

GUARDRAIL SEGMENT 8 PLAN - PART 2

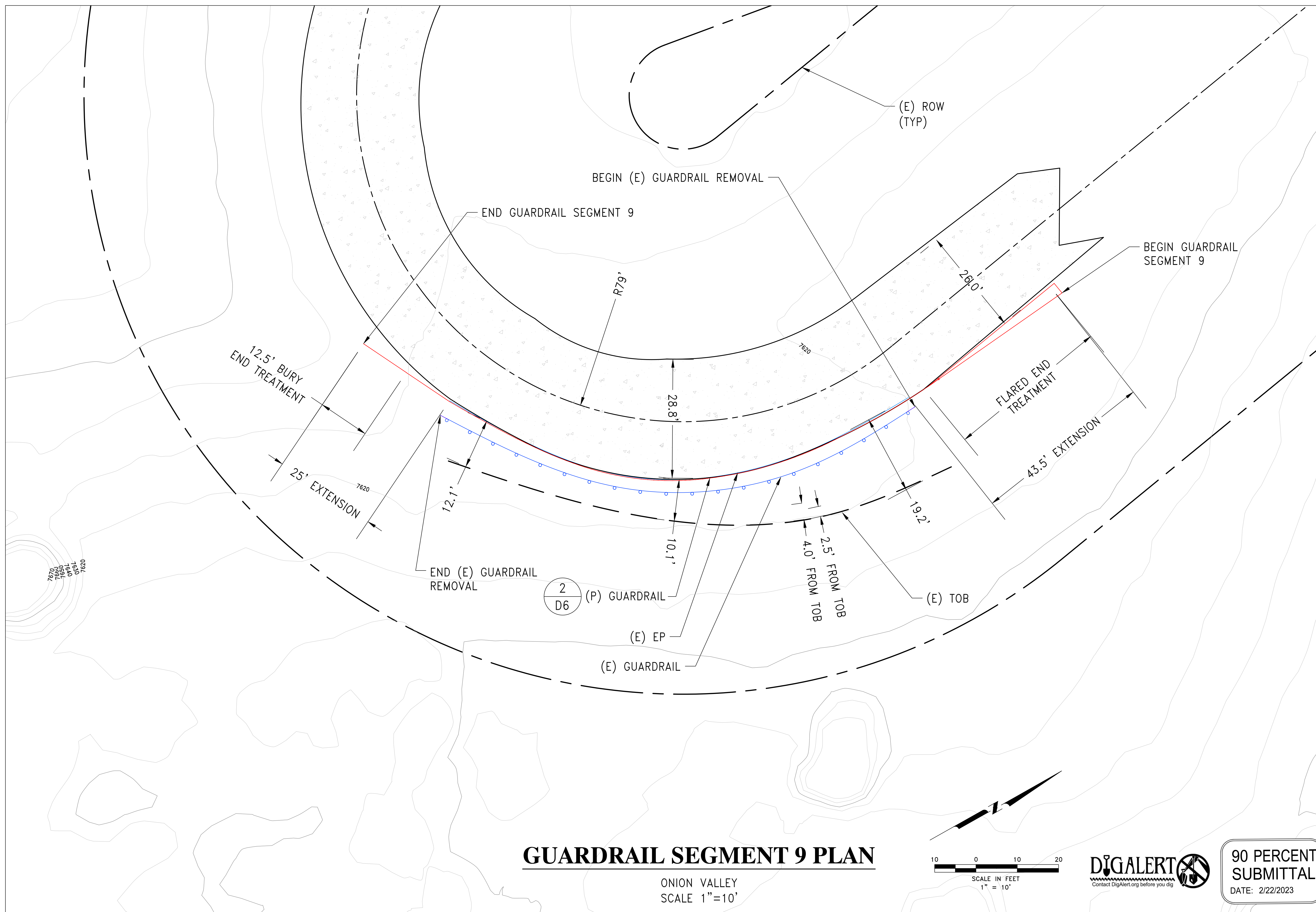
ONION VALLEY
 SCALE 1"=10'



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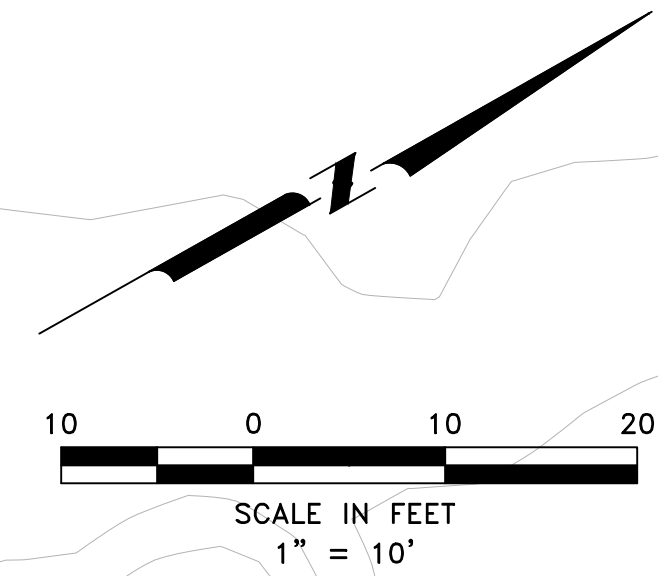
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GUARDRAIL SEGMENT 9 PLAN

ONION VALLEY
SCALE 1"=10'

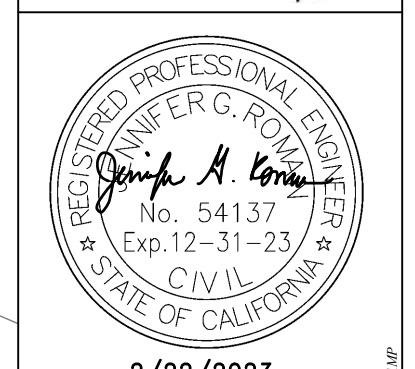


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DATE: 2/22/2023

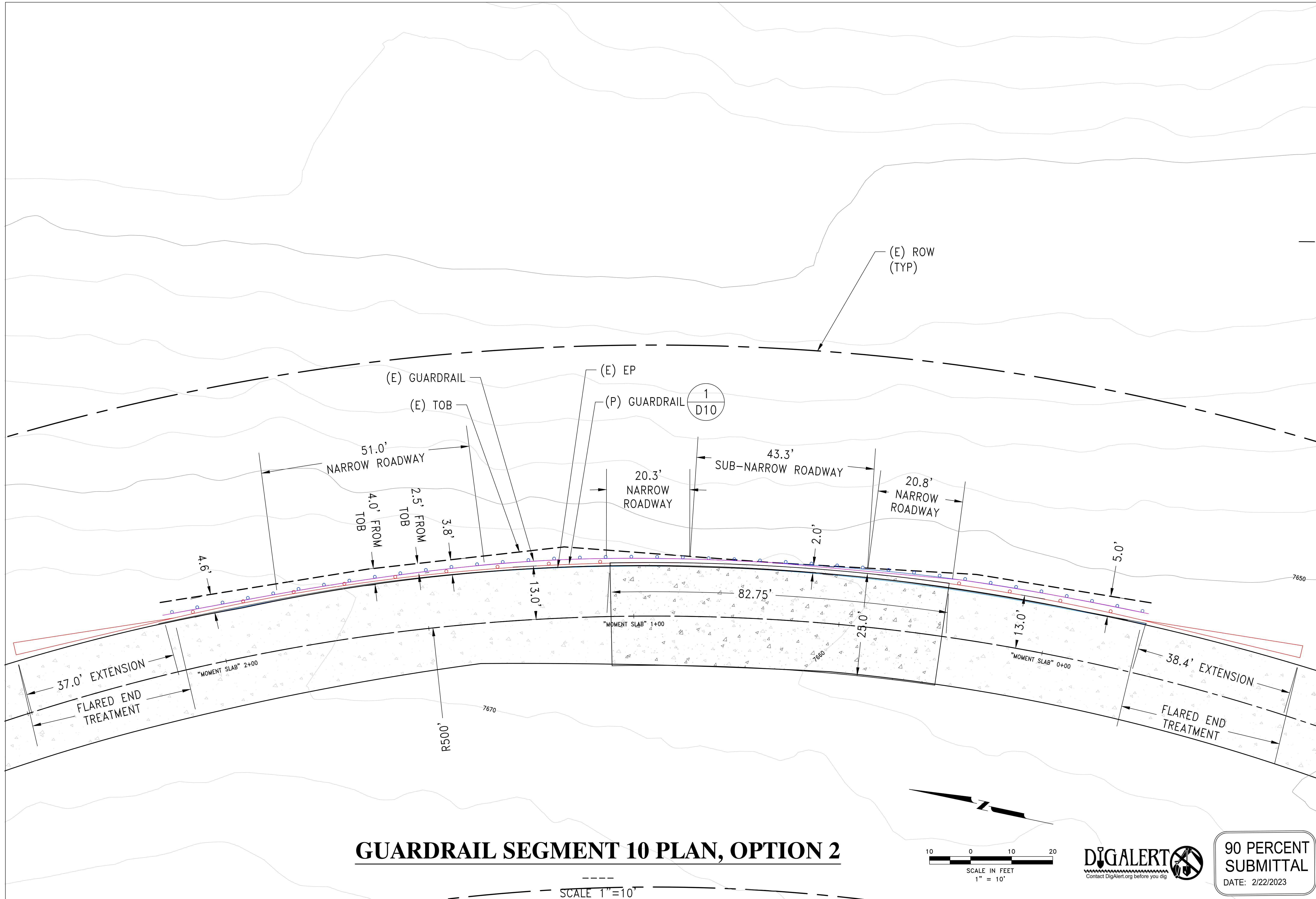
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 PROJECT: **INYO COUNTY
ONION VALLEY GUARDRAIL**
 INYO COUNTY CA

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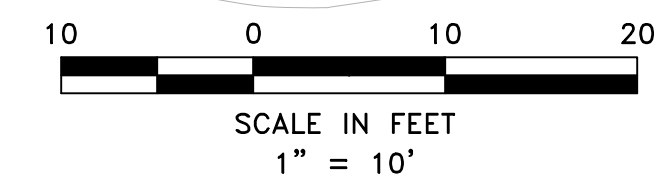


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C16 OF 42



GUARDRAIL SEGMENT 10 PLAN, OPTION 2

SCALE 1"=10'



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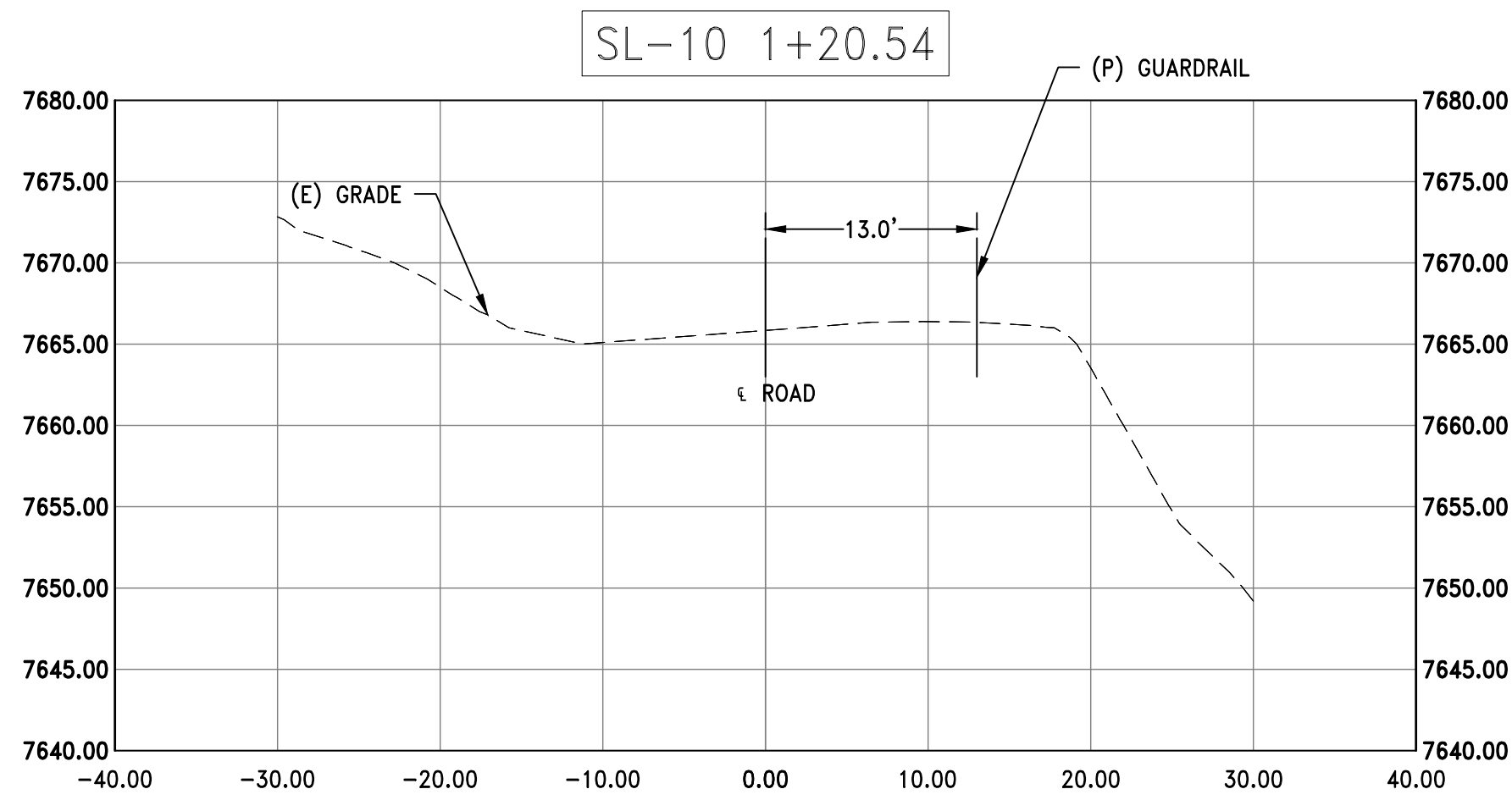
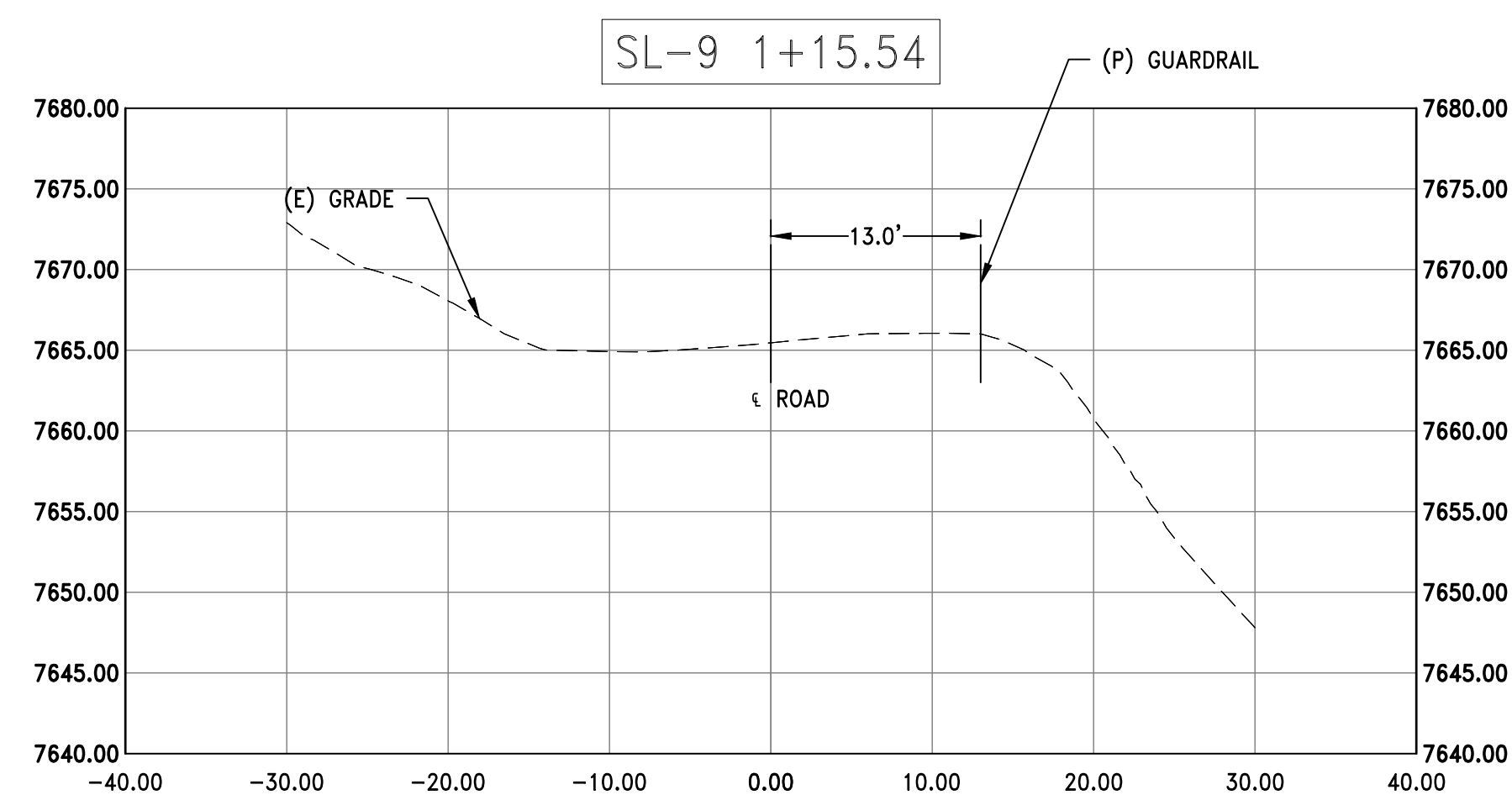
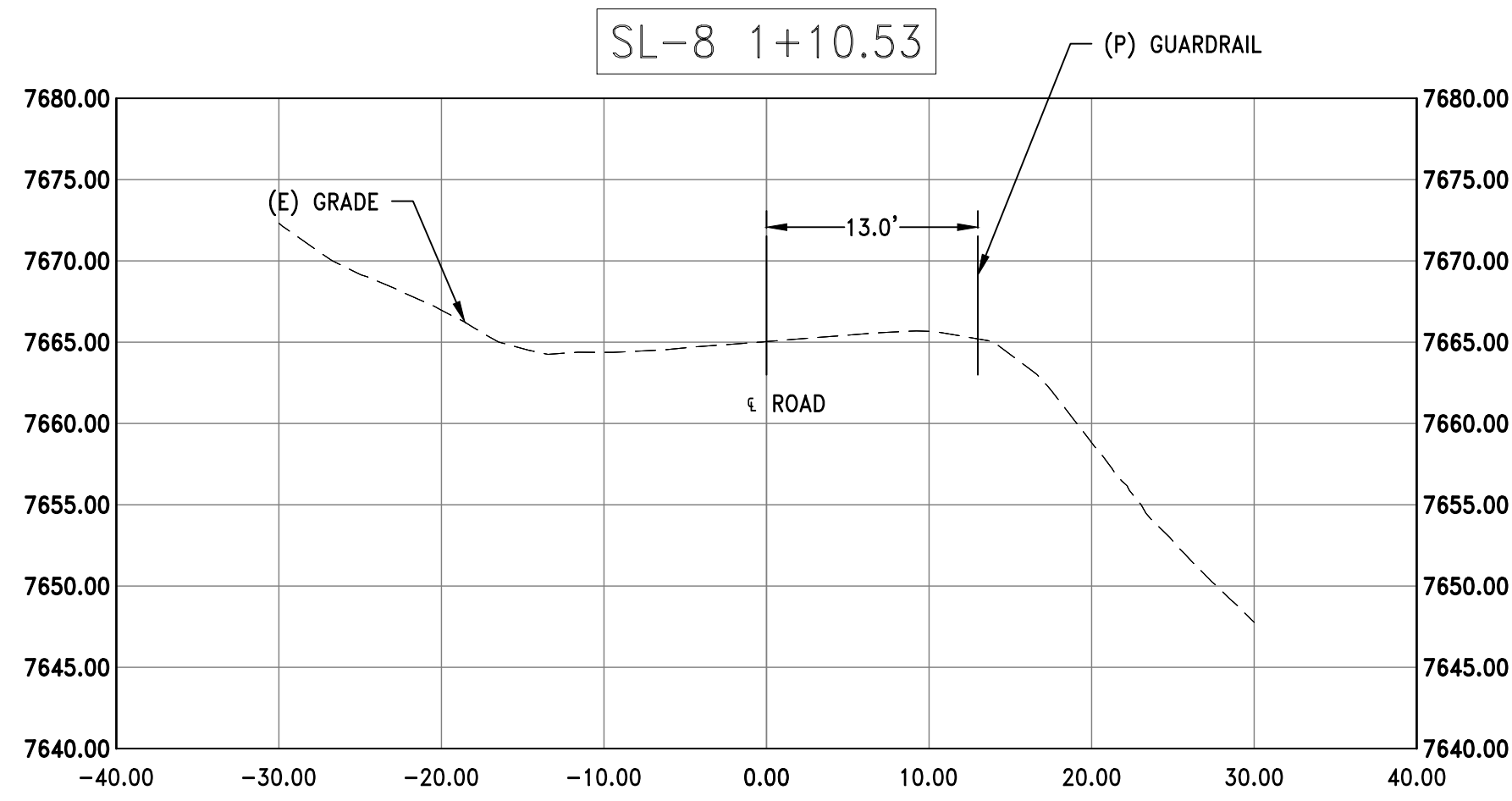
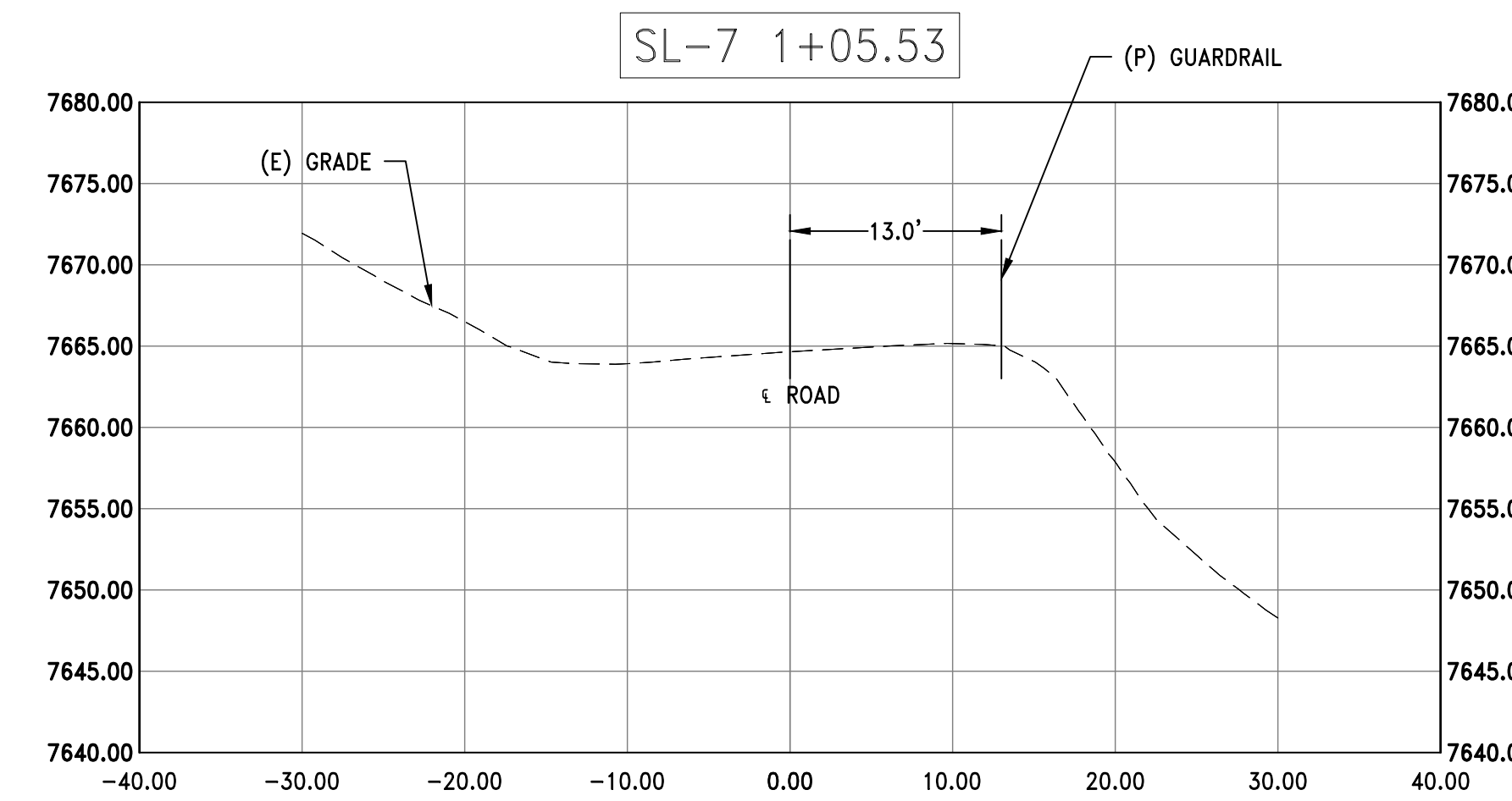
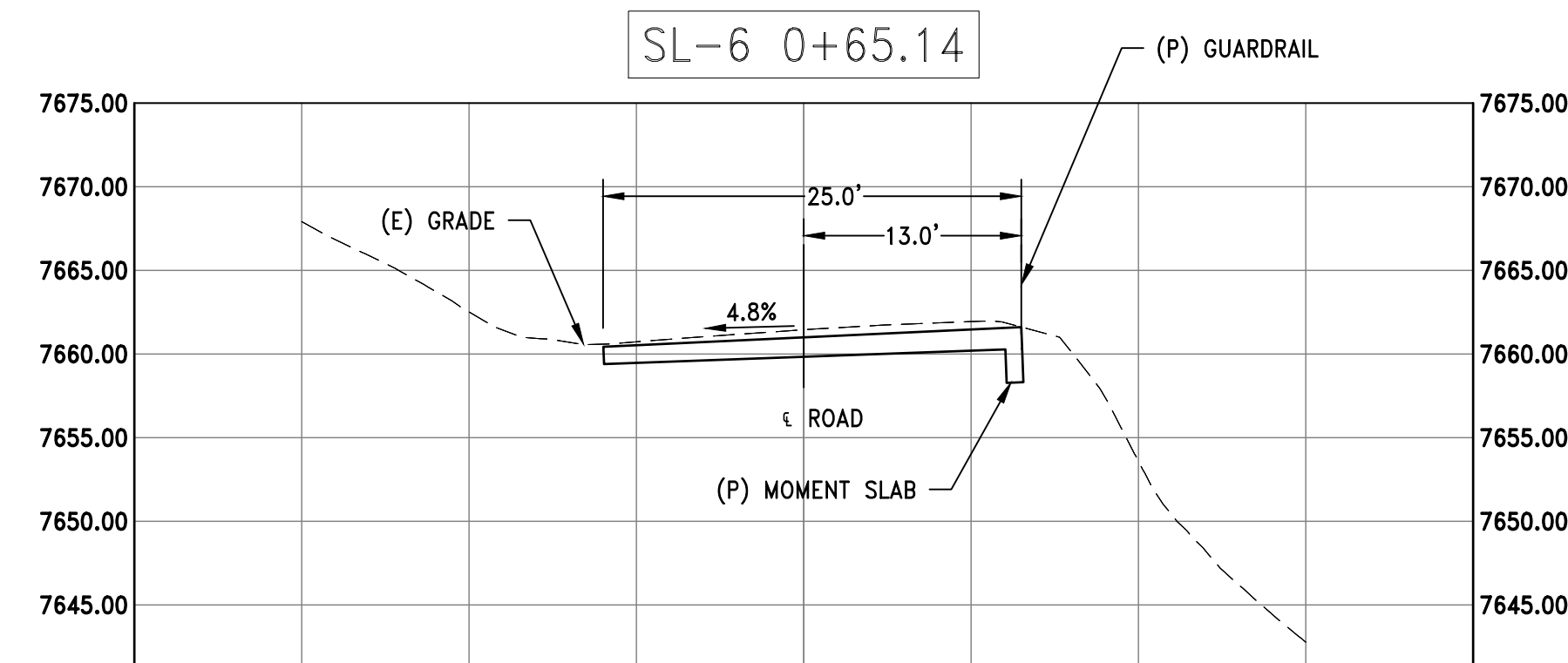
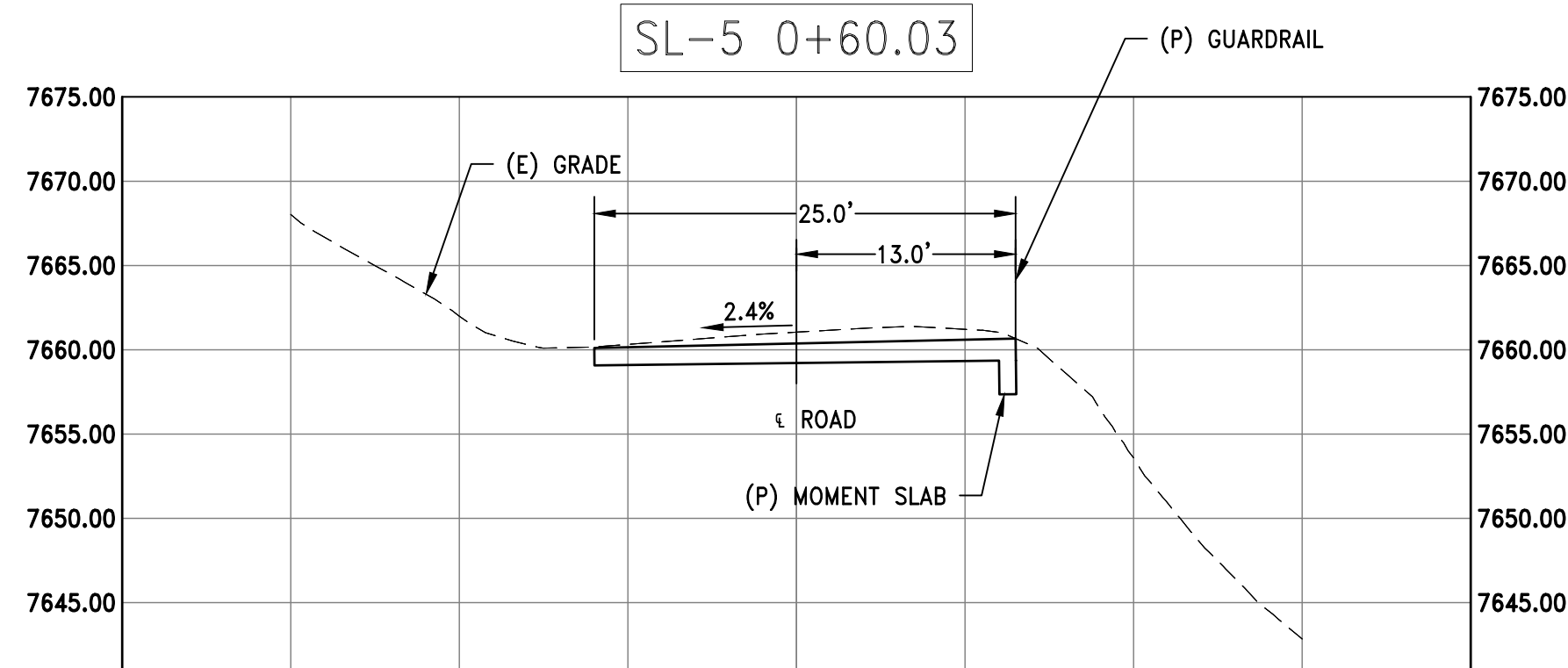
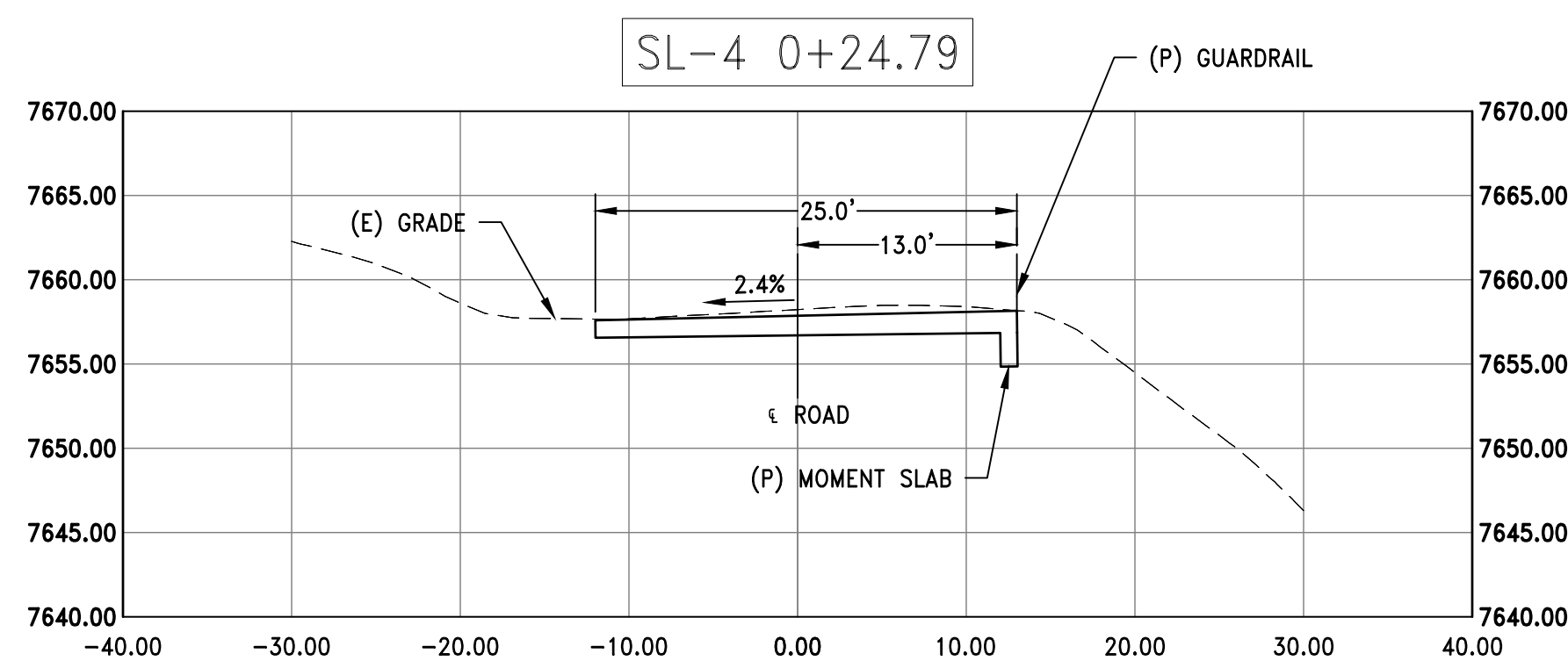
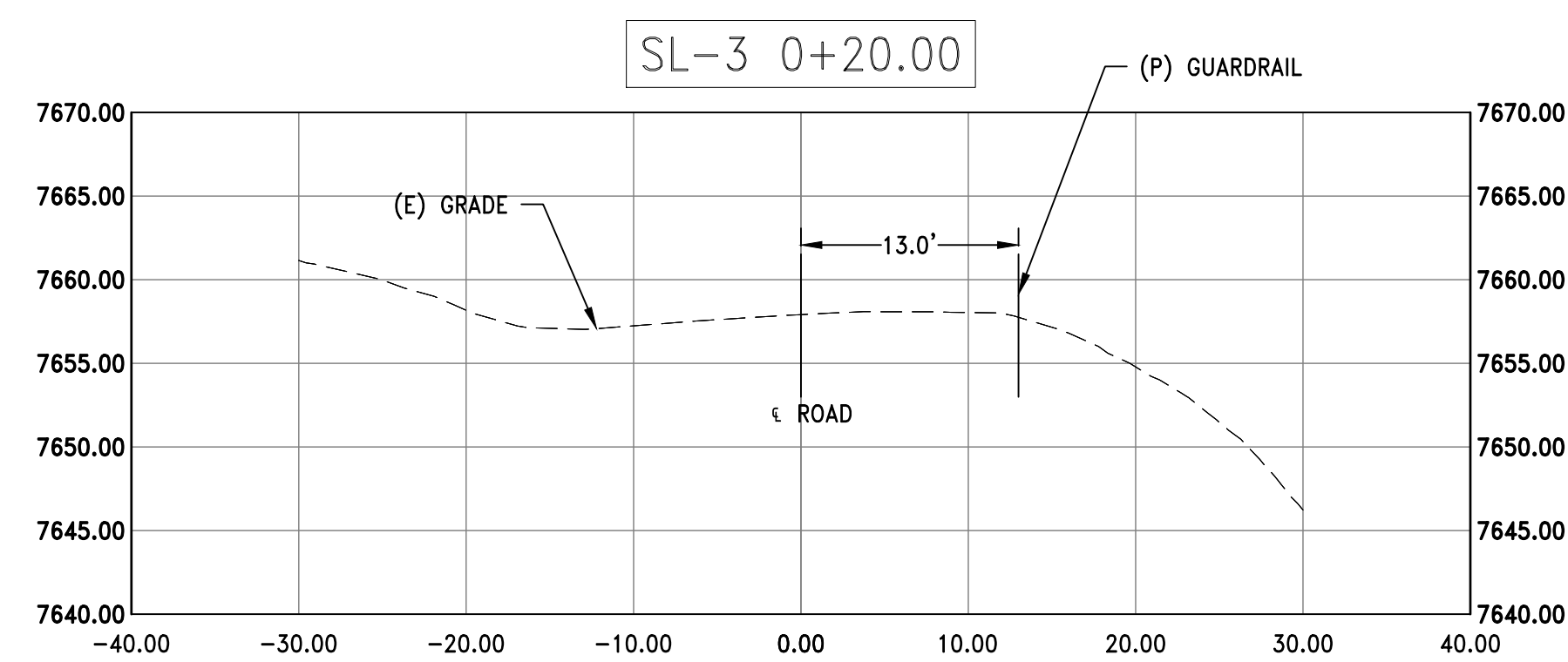
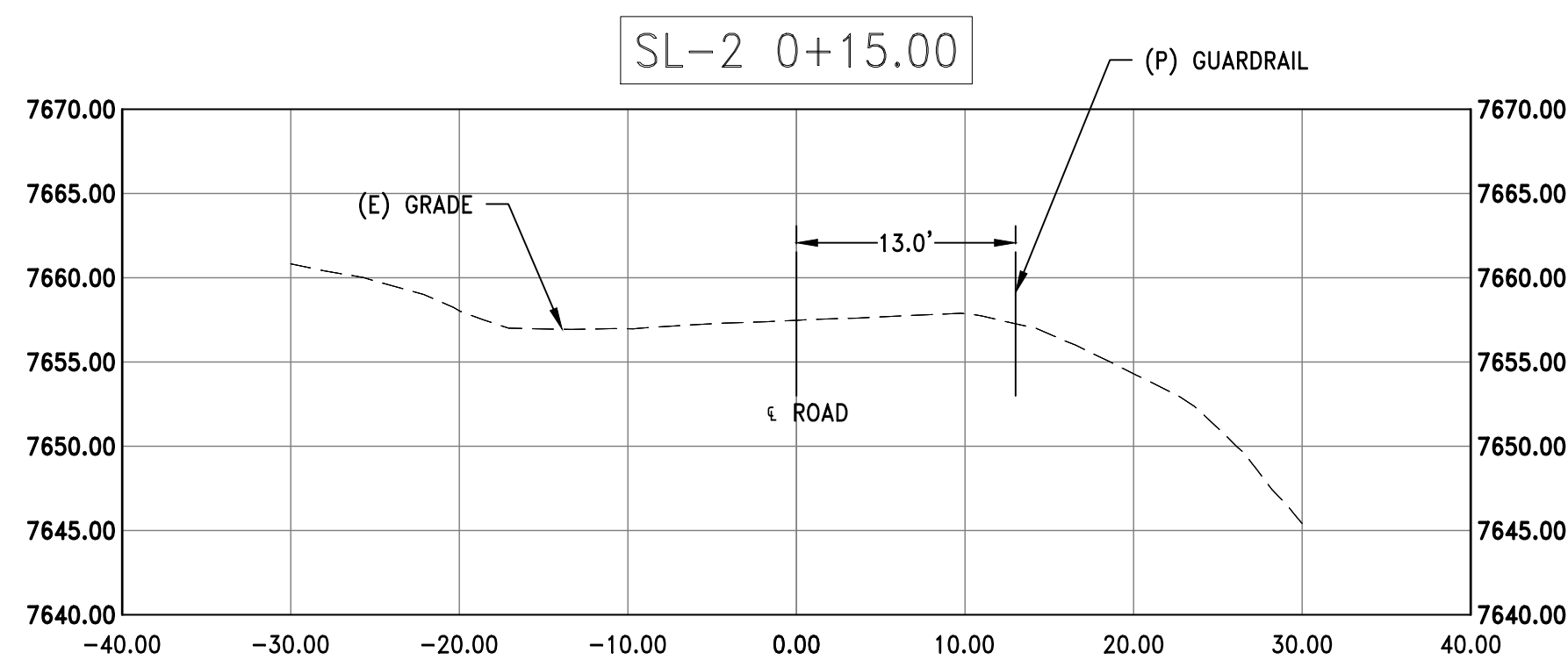
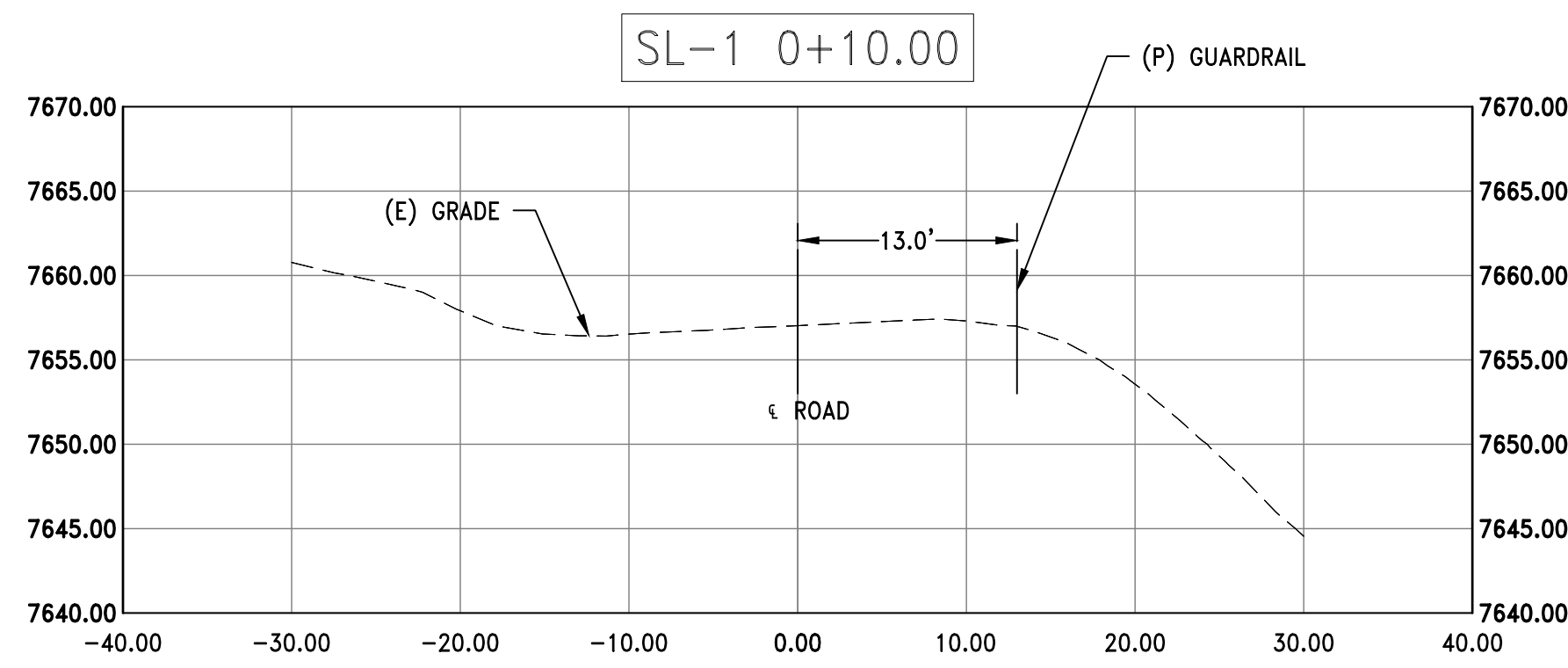
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GUARDRAIL SEGMENT 10 PLAN, OPTION 2
PROJECT: **INYO COUNTY ONION VALLEY GUARDRAIL**
INYO COUNTY CA

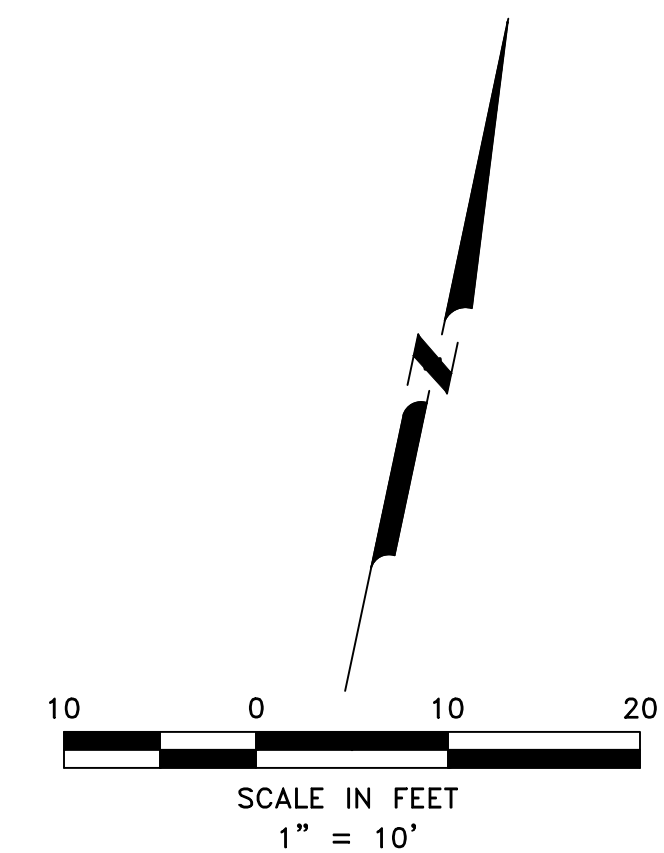
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221

REGISTERED PROFESSIONAL ENGINEER
Joseph A. Romo
No. 54137
Exp. 12-31-23
CIVIL
STATE OF CALIFORNIA

2/22/2023
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Scale: AS SHOWN
Date: 2/22/2023
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GUARDRAIL SEGMENT 10 CROSS SECTIONS, OPTION 2



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TITLE: **GUARDRAIL SEGMENT 10 CROSS SECTIONS, OPTION 2**
 PROJECT: **INYO COUNTY ONION VALLEY GUARDRAIL**
 INYO COUNTY CA

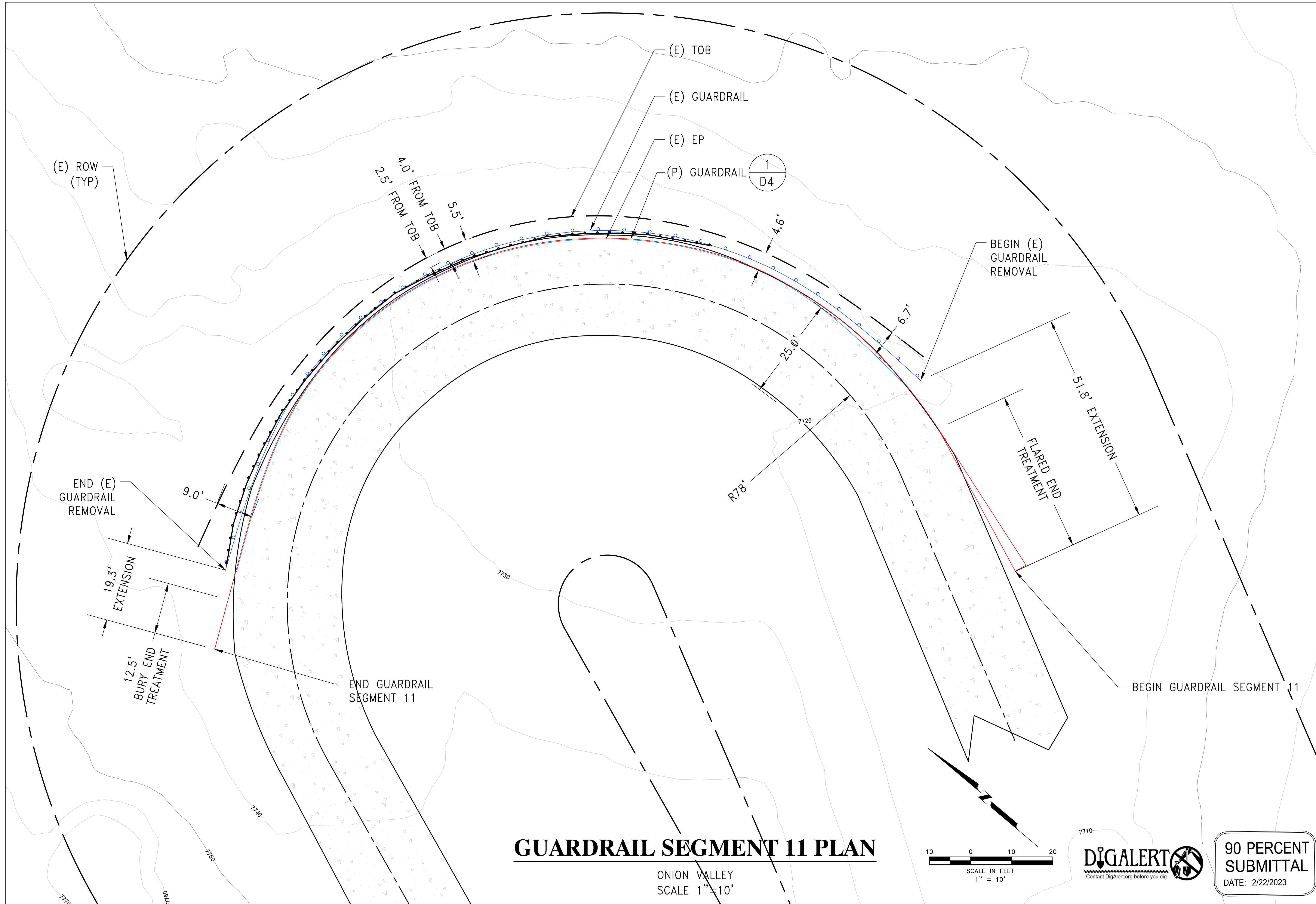
EASTERN SIERRA ENGINEERING
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 BISHOP, CA 93514
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Drawn By:	EB/JC
Approved By:	JR
Job No:	21350
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C20 OF 42	

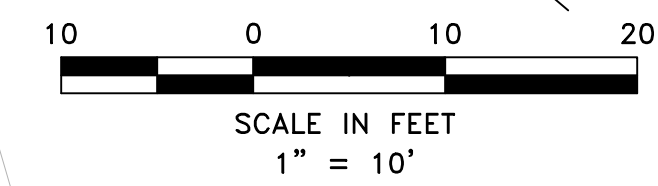


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GUARDRAIL SEGMENT 11 PLAN

ONION VALLEY
SCALE 1" = 10'



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TITLE: **GUARDRAIL SEGMENT 11 PLAN**
 PROJECT: **INYO COUNTY
ONION VALLEY GUARDRAIL**
 INYO COUNTY CA

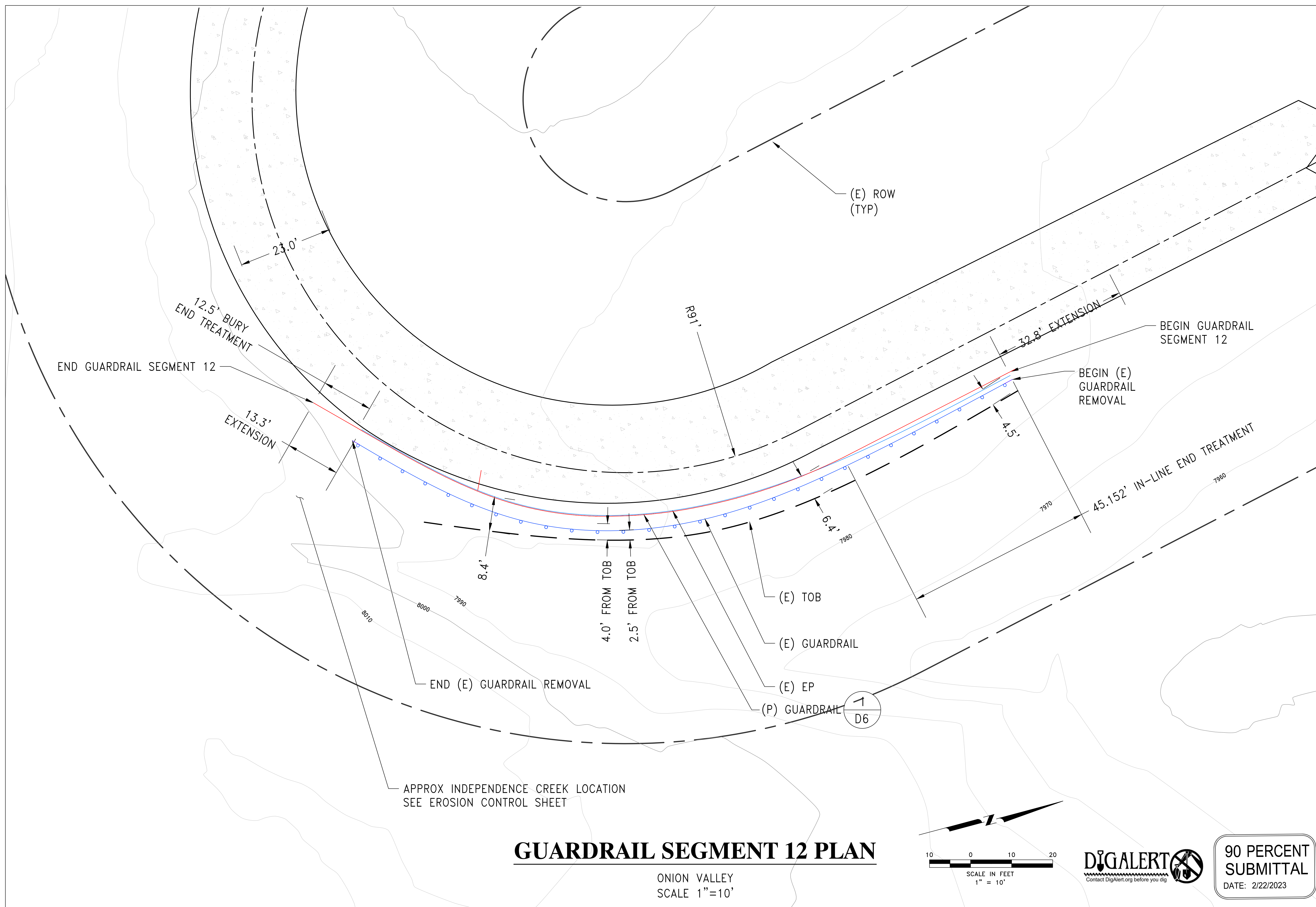
EASTERN SIERRA ENGINEERING
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 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221

REGISTERED PROFESSIONAL ENGINEER
Joseph A. Roman
 No. 54137
 Exp. 12-31-23
 CIVIL
 STATE OF CALIFORNIA

2/22/2023
 Designed: CC
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 Approved By: JR
 Job No: 21350
 Scale: AS SHOWN
 Date: 2/22/2023
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C21 OF 42

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TITLE: **GUARDRAIL SEGMENT 12 PLAN**

PROJECT: **INYO COUNTY
ONION VALLEY GUARDRAIL**

INYO COUNTY CA

EASTERN SIERRA ENGINEERING

CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221

REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEER, STATE OF CALIFORNIA
 No. 54137
 Exp. 12-31-23
 CIVIL
 STATE OF CALIFORNIA

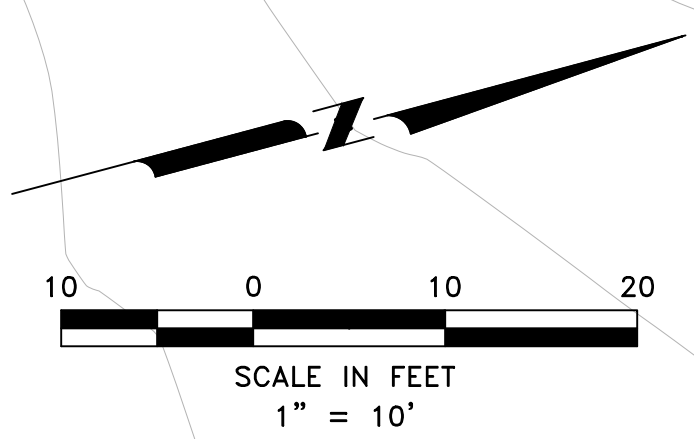
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GUARDRAIL SEGMENT 12 PLAN

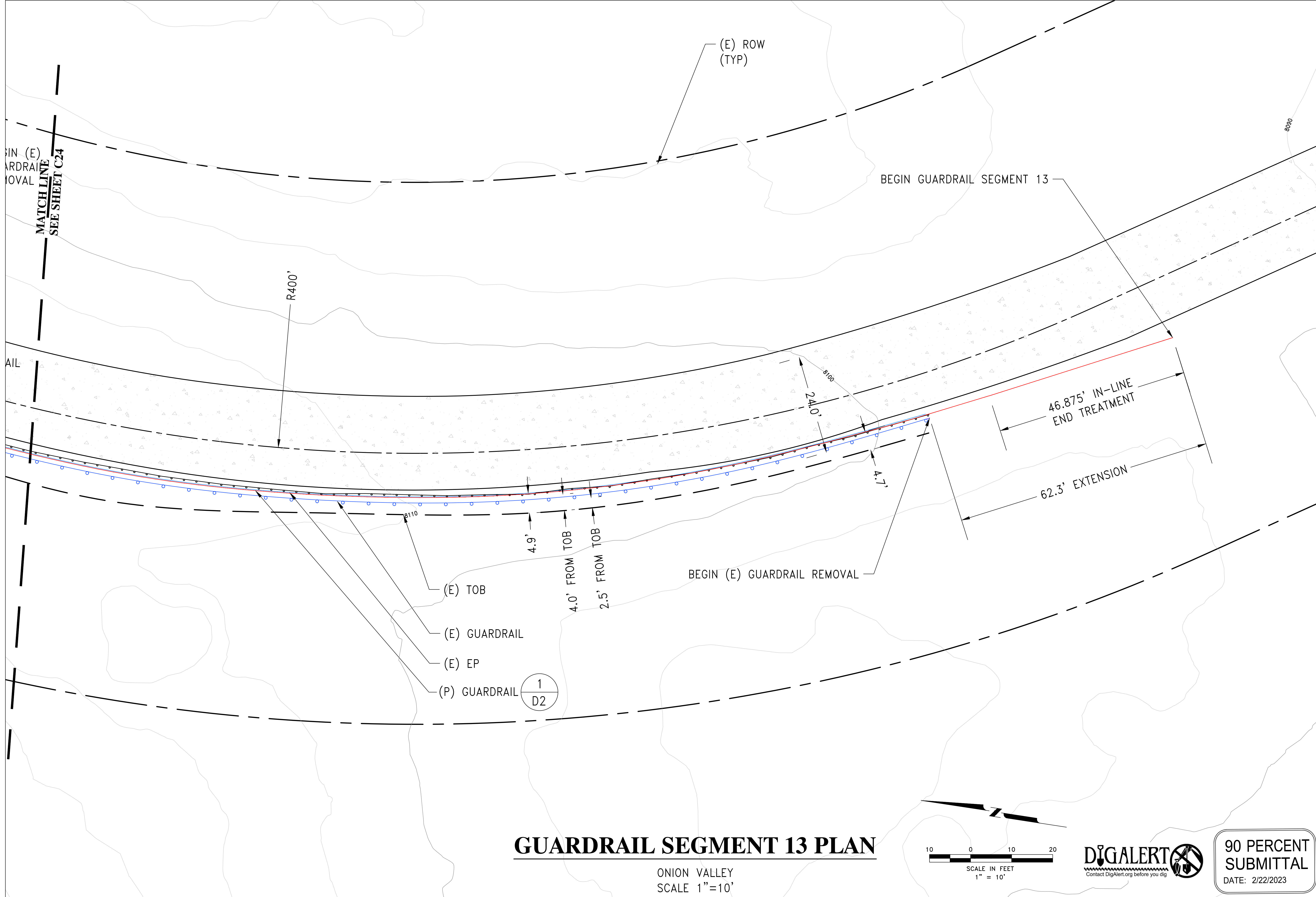
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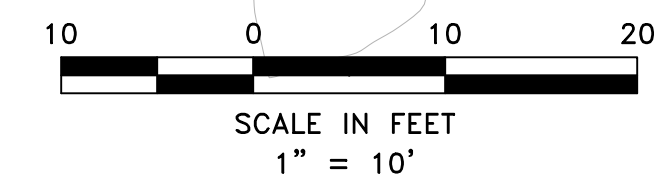
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GUARDRAIL SEGMENT 13 PLAN

ONION VALLEY
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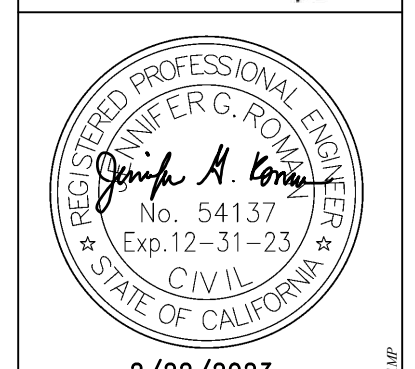


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GUARDRAIL SEGMENT 13 PLAN
INYO COUNTY
ONION VALLEY GUARDRAIL

EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221

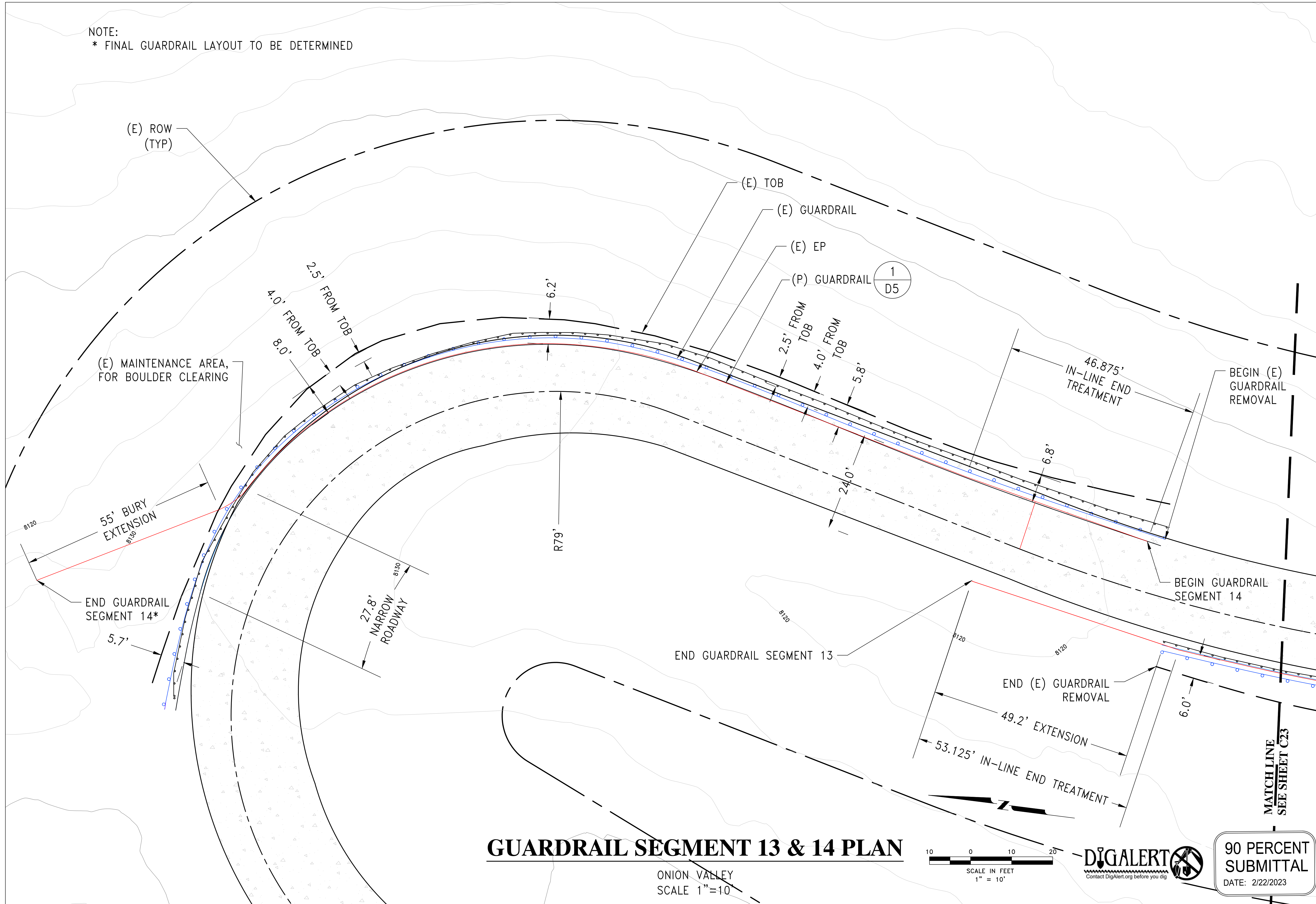


2/22/2023
 Designed: CC
 Drawn By: EB/JC
 Approved By: JR
 Job No: 21350
 Scale: AS SHOWN
 Date: 2/22/2023
 SHEET No.
C23 OF 42

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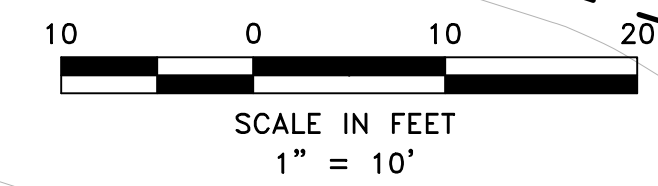
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NOTE:
* FINAL GUARDRAIL LAYOUT TO BE DETERMINED



GUARDRAIL SEGMENT 13 & 14 PLAN

ONION VALLEY
SCALE 1"=10'



90 PERCENT SUBMITTAL
DATE: 2/22/2023

No.	Date	REVISIONS	BY	APPD
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TITLE: **GUARDRAIL SEGMENT 13 & 14 PLAN**
 PROJECT: **INYO COUNTY ONION VALLEY GUARDRAIL**
 INYO COUNTY CA

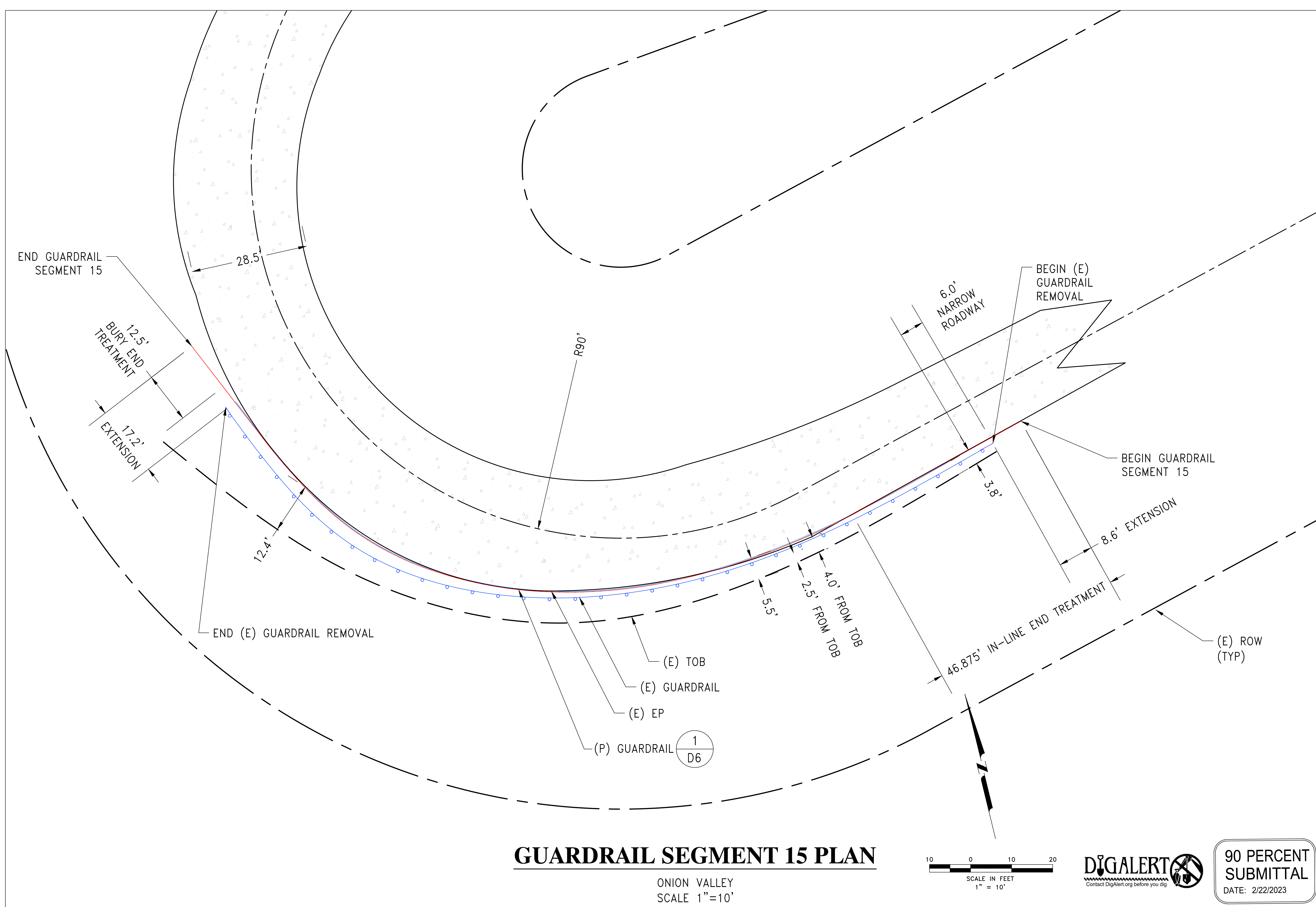
EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221

REGISTERED PROFESSIONAL ENGINEER
 JAMES A. TOMAS
 No. 54137
 Exp. 12-31-23
 CIVIL
 STATE OF CALIFORNIA

2/22/2023
 Designed: CC
 Drawn By: EB/JC
 Approved By: JR
 Job No: 21350
 Scale: AS SHOWN
 Date: 2/22/2023
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C24 OF 42

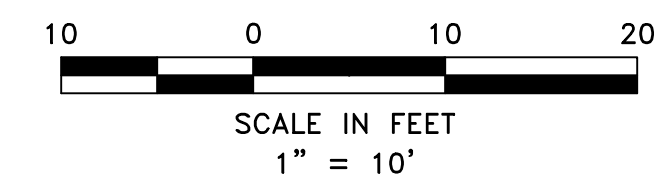
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GUARDRAIL SEGMENT 15 PLAN

ONION VALLEY
SCALE 1"=10'

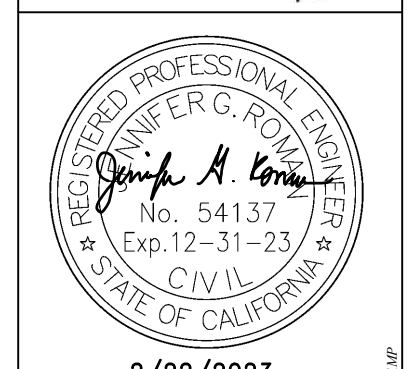


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DATE: 2/22/2023

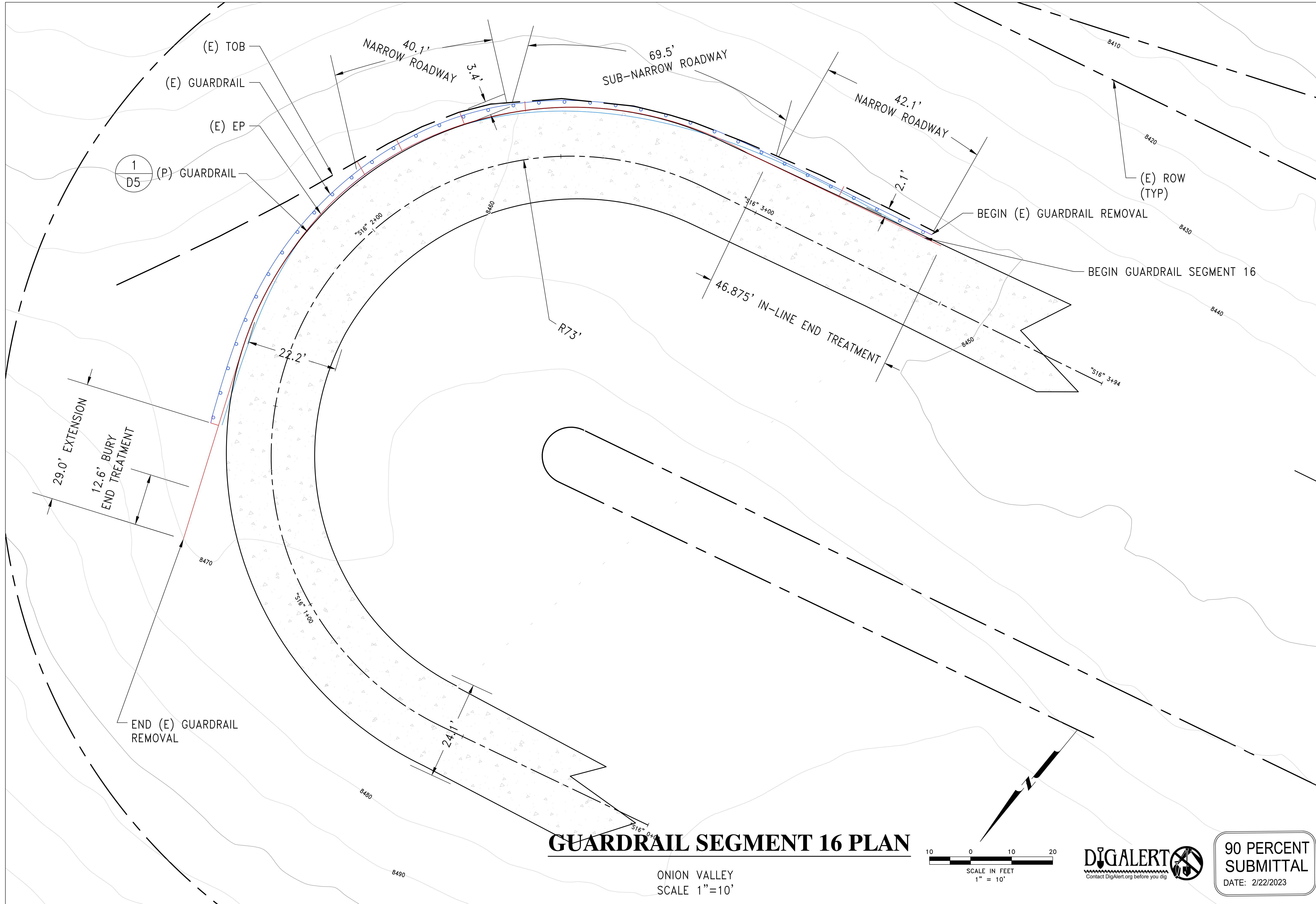
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GUARDRAIL SEGMENT 15 PLAN
PROJECT
**INYO COUNTY
ONION VALLEY GUARDRAIL**
INYO COUNTY CA

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CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221

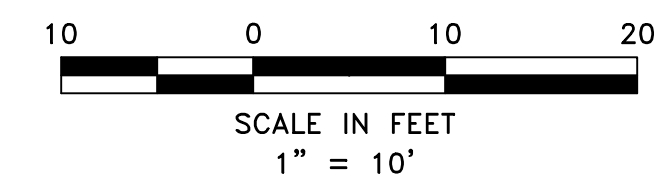


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Approved By: JR
Job No: 21350
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SHEET No.
C25 OF 42



GUARDRAIL SEGMENT 16 PLAN

ONION VALLEY
SCALE 1"=10'

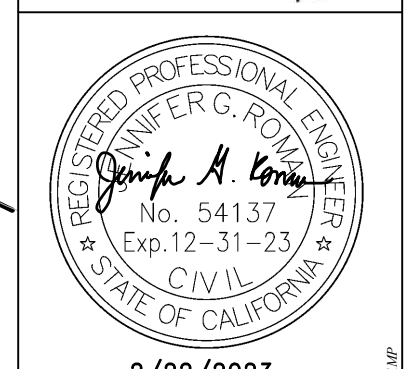


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SUBMITTAL**
DATE: 2/22/2023

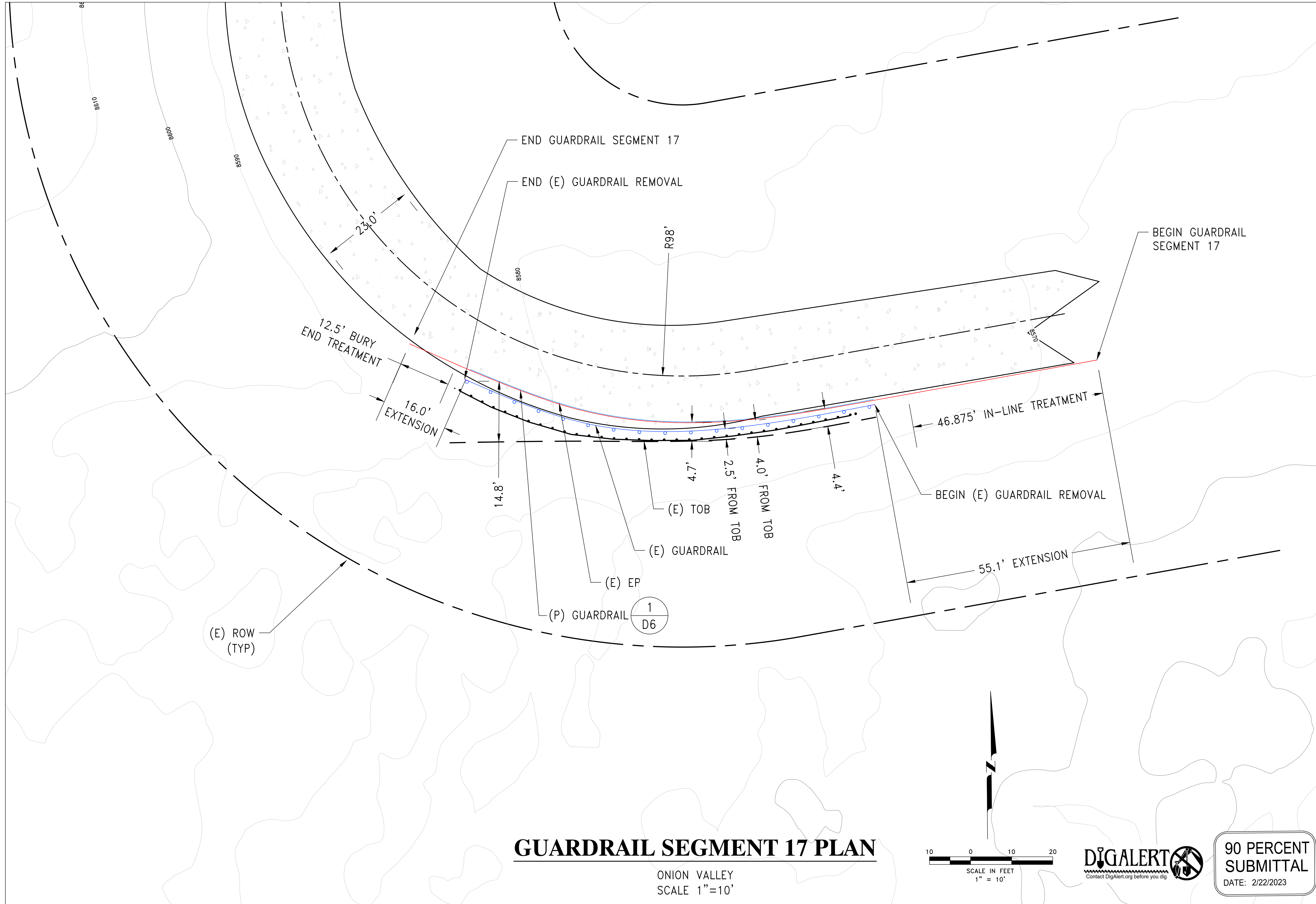
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TITLE: **GUARDRAIL SEGMENT 16 PLAN**
 PROJECT: **INYO COUNTY
ONION VALLEY GUARDRAIL**
 INYO COUNTY CA

EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221

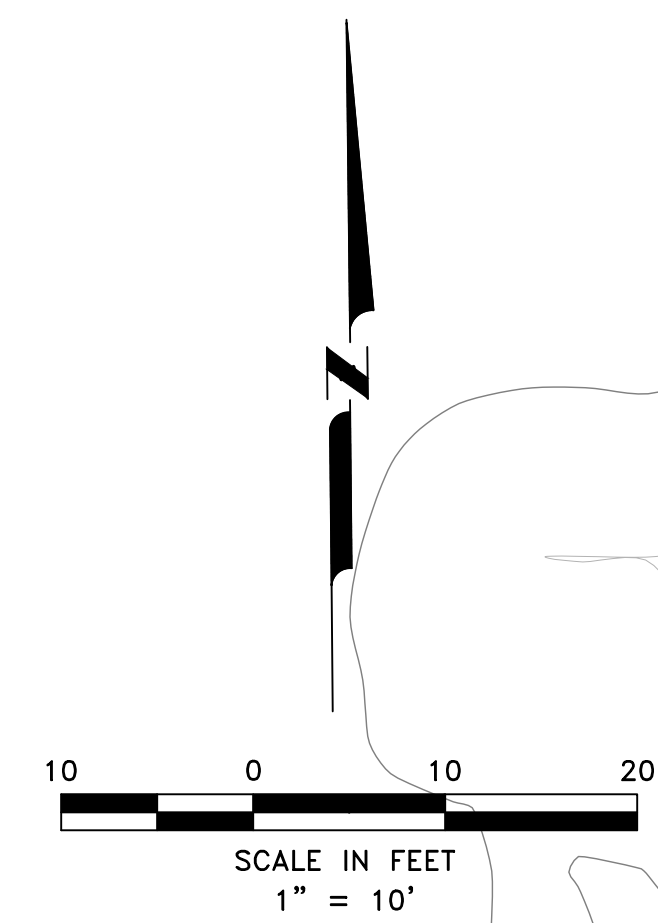


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 Drawn By: EB/JC
 Approved By: JR
 Job No: 21350
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 SHEET No.
C26 OF 42



GUARDRAIL SEGMENT 17 PLAN

ONION VALLEY
SCALE 1"=10'

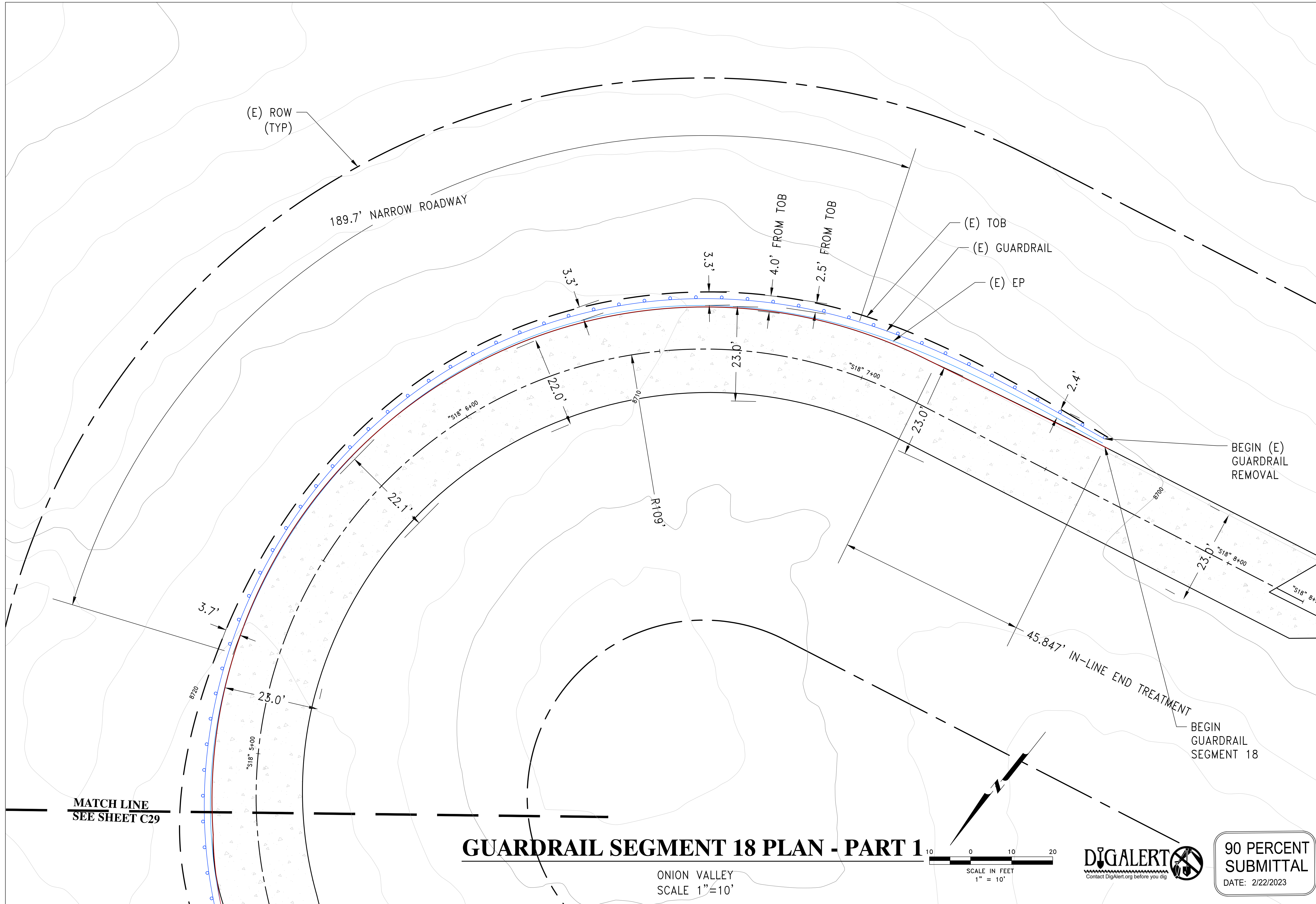


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DATE: 2/22/2023

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GUARDRAIL SEGMENT 17 PLAN INYO COUNTY ONION VALLEY GUARDRAIL				TITLE PROJECT INYO COUNTY CA			
EASTERN SIERRA ENGINEERING CIVIL ENGINEERING & CONSTRUCTION SERVICES 140 WHITNEY ALLEY BISHOP, CA 93514 MAIN: (442) 228-5049 FAX: (775) 828-7221				REGISTERED PROFESSIONAL ENGINEER Jennifer G. Romo No. 54137 Exp. 12-31-23 CIVIL STATE OF CALIFORNIA			
Designed: CC Drawn By: EB/JC Approved By: JR Job No: 21350 Scale: AS SHOWN Date: 2/22/2023				SHEET No. C27 OF 42			

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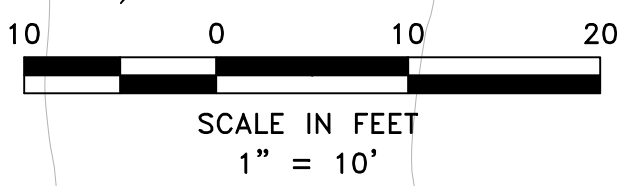
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MATCH LINE
SEE SHEET C29

GUARDRAIL SEGMENT 18 PLAN - PART 1

ONION VALLEY
SCALE 1"=10'



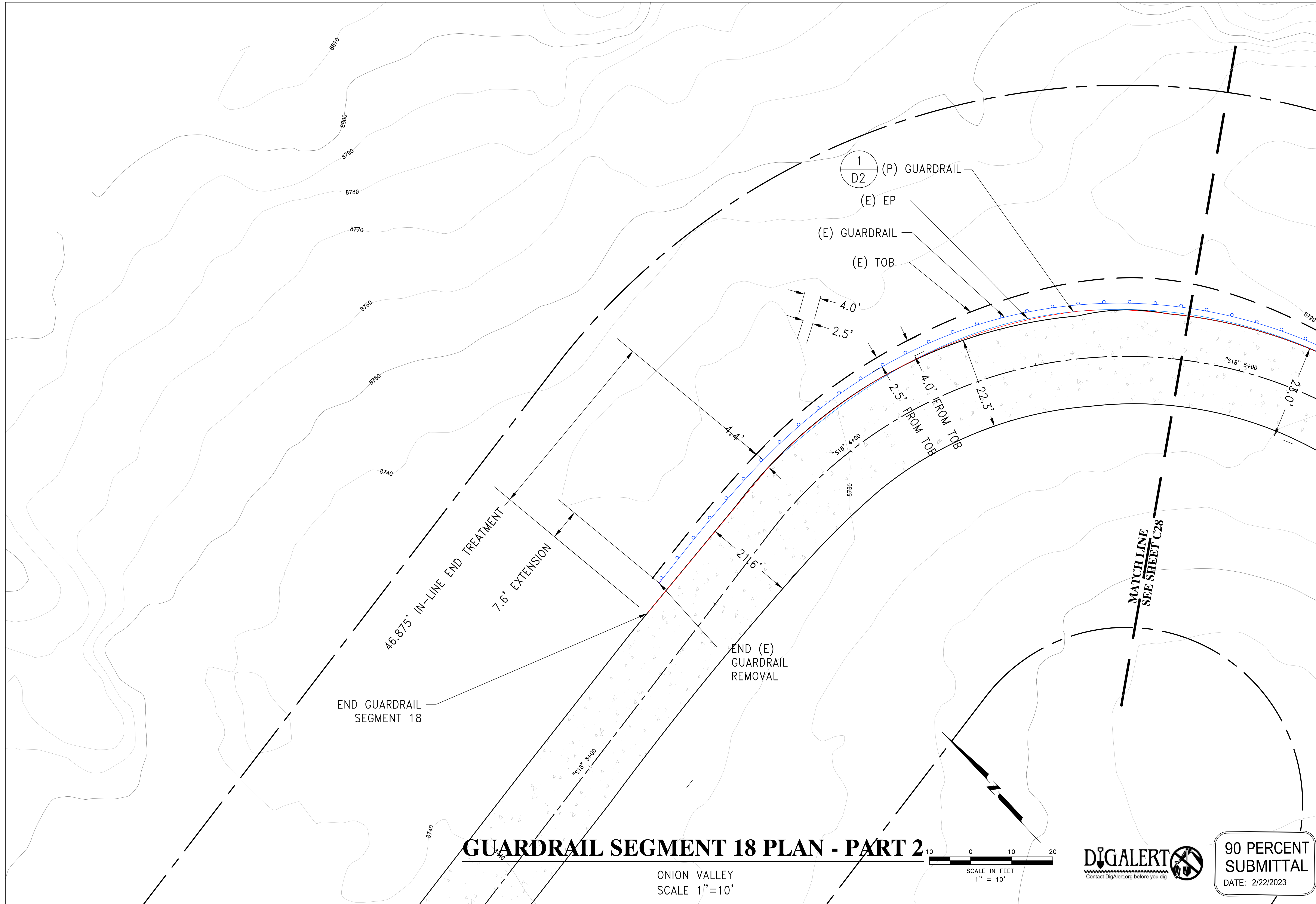
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DATE: 2/22/2023

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GUARDRAIL SEGMENT 18 PLAN - PART 1
 INYO COUNTY
 ONION VALLEY GUARDRAIL
 INYO COUNTY CA

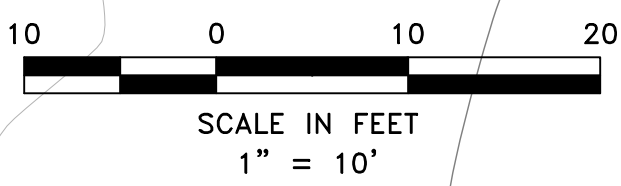
EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221

REGISTERED PROFESSIONAL ENGINEER
 CIVIL
 STATE OF CALIFORNIA
 No. 54137
 Exp. 12-31-23
 2/22/2023
 CC
 EB/JC
 JR
 21350
 AS SHOWN
 2/22/2023
 SHEET No.
C28 OF 42



GUARDRAIL SEGMENT 18 PLAN - PART 2

ONION VALLEY
SCALE 1"=10'



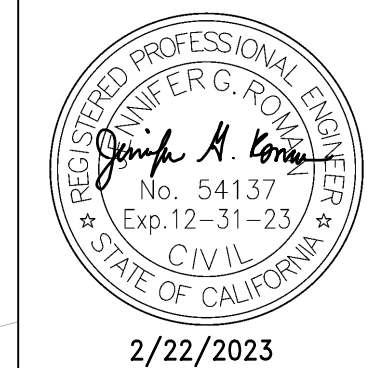
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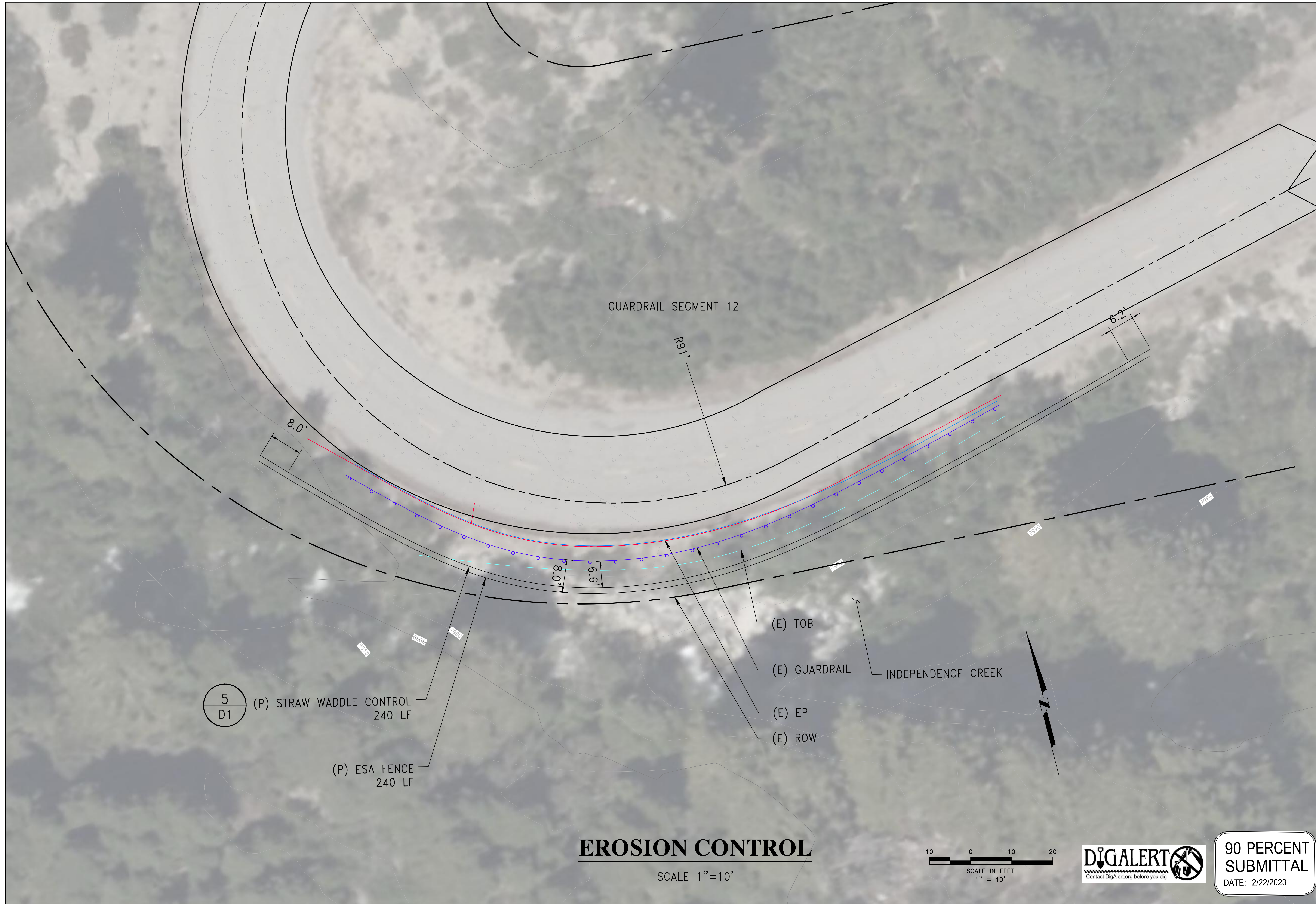
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PROJECT: **INYO COUNTY
ONION VALLEY GUARDRAIL**

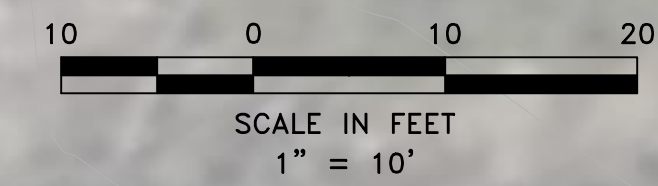
EASTERN SIERRA ENGINEERING
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140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
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SHEET No.
C29 OF 42



EROSION CONTROL
SCALE 1"=10'

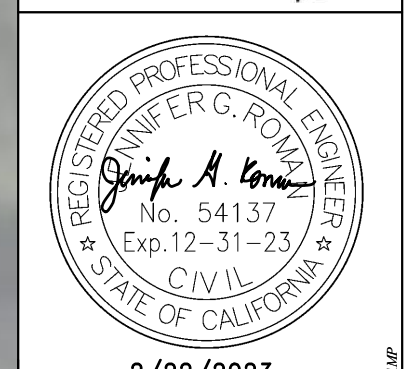


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DATE: 2/22/2023

No.	Date	REVISIONS	BY	APPD
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TITLE: **EROSION CONTROL**
PROJECT: **INYO COUNTY UNION VALLEY GUARDRAIL**
INYO COUNTY CA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 226-5049
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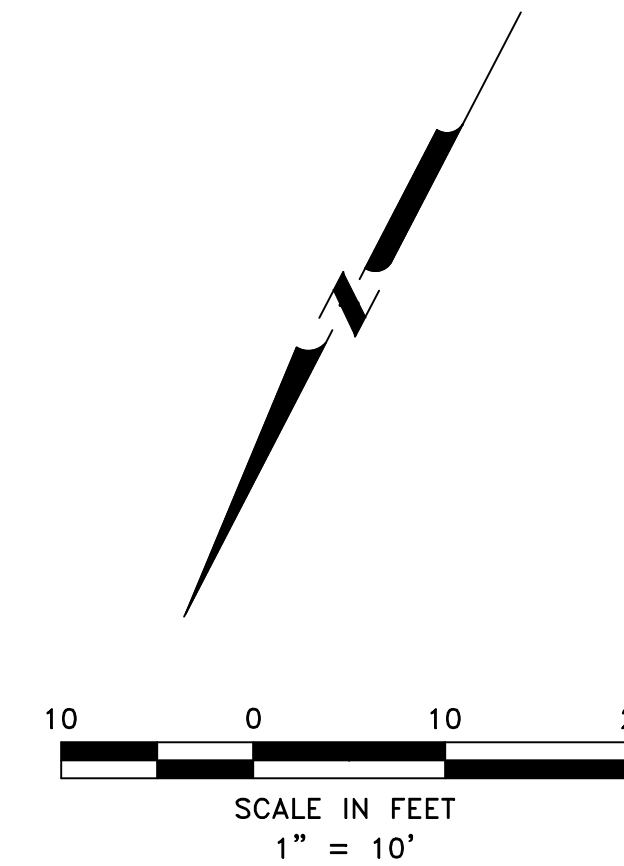


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Approved By: JR
Job No: 21350
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SHEET No.
ES1 OF 42

INTENTIONALLY
LEFT BLANK

SIGN AND STRIPING

SCALE 1"=10'



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DATE: 2/22/2023



2/22/2023
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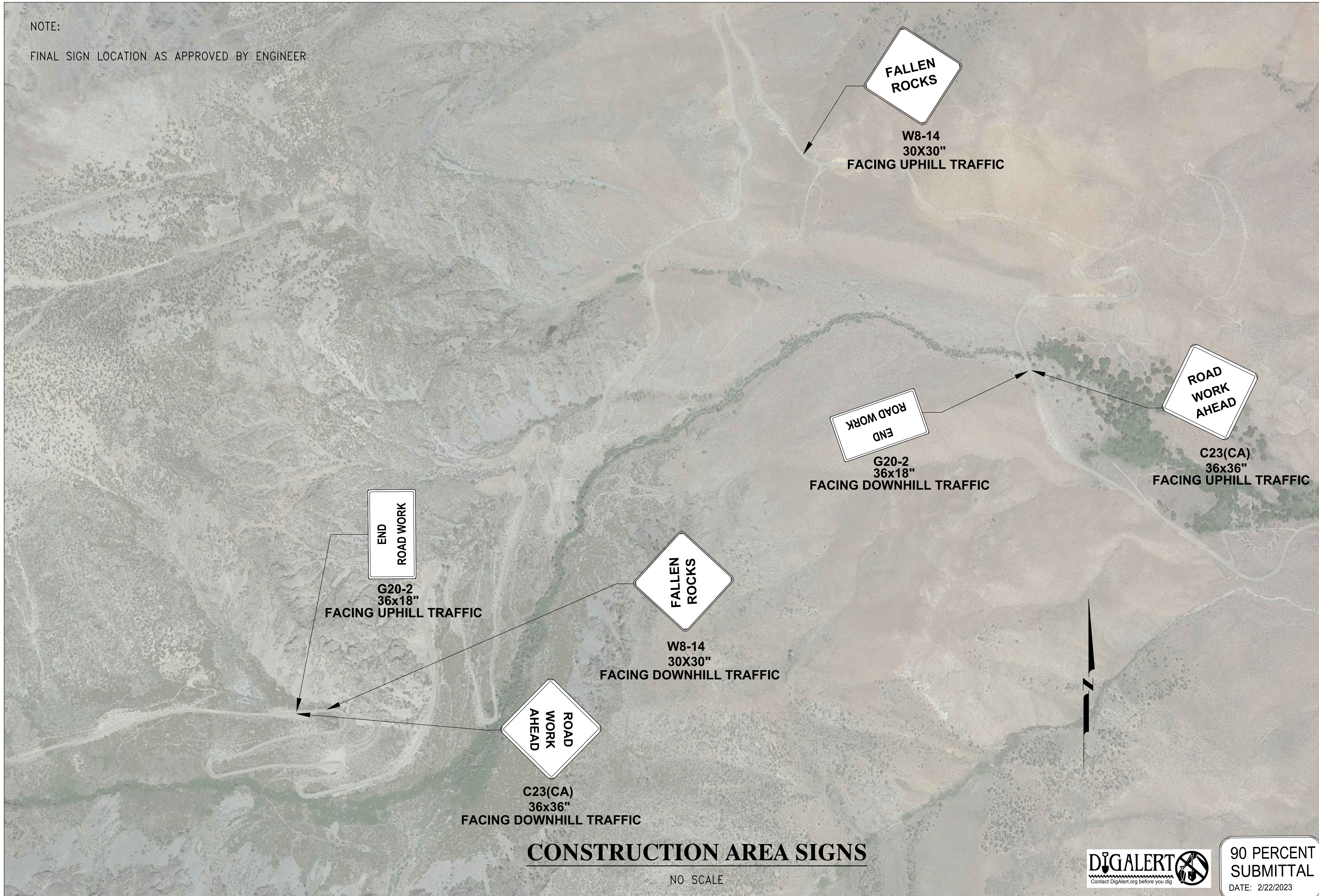
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S1 OF 42

**EASTERN
SIERRA
ENGINEERING**
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 225-9049
FAX: (775) 828-7221

TITLE
SIGN AND STRIPING
PROJECT
**INYO COUNTY
UNION VALLEY GUARDRAIL**
INYO COUNTY CA

No.	Date	REVISIONS	BT	APPD
1				
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NOTE:
FINAL SIGN LOCATION AS APPROVED BY ENGINEER



CONSTRUCTION AREA SIGNS

NO SCALE



**90 PERCENT
SUBMITTAL**
DATE: 2/22/2023

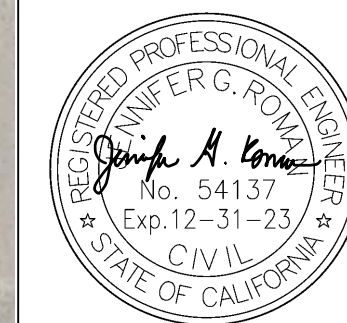
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TITLE
CONSTRUCTION AREA SIGNS

PROJECT
**INYO COUNTY
UNION VALLEY GUARDRAIL**

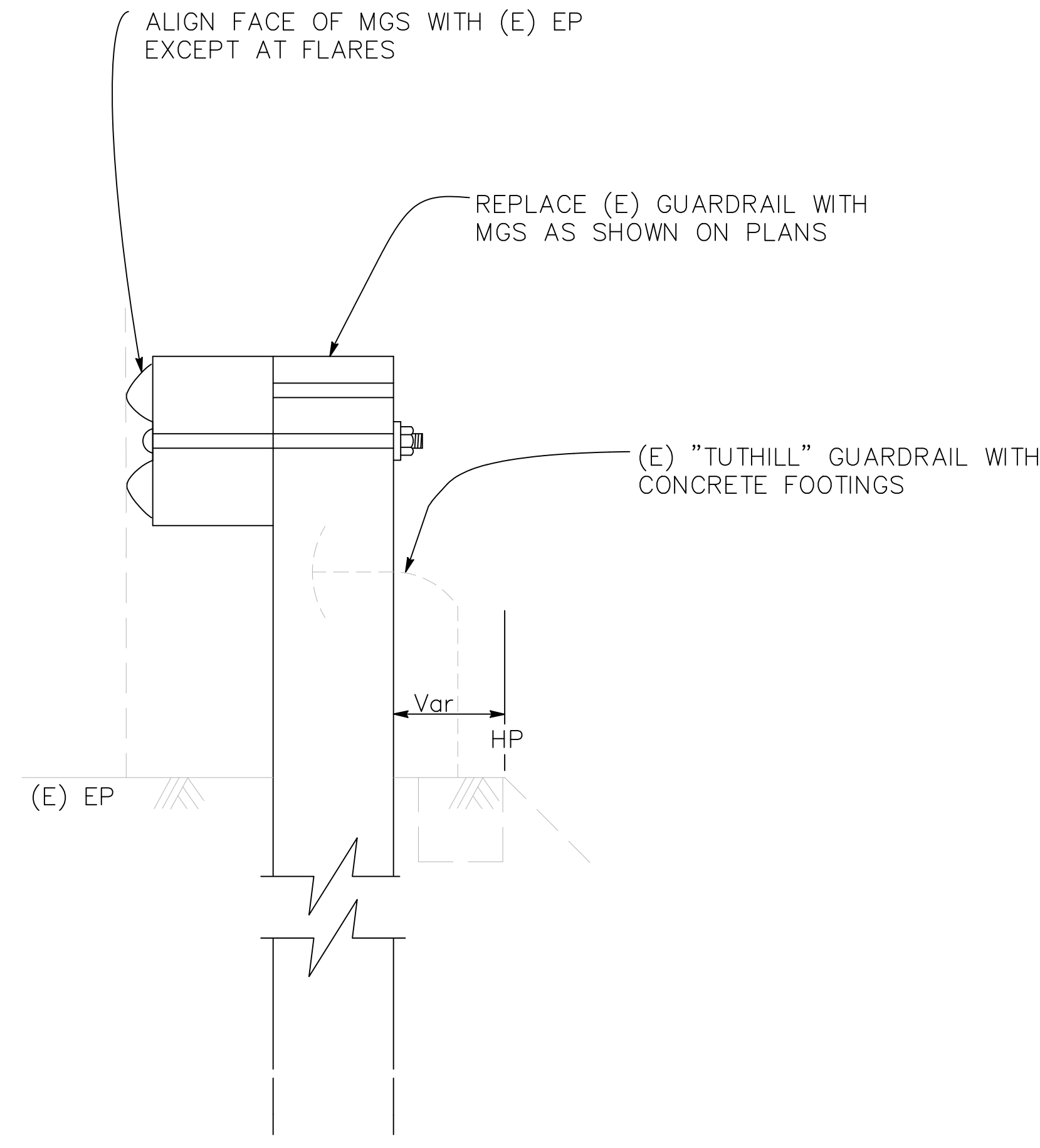
INYO COUNTY
CA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221

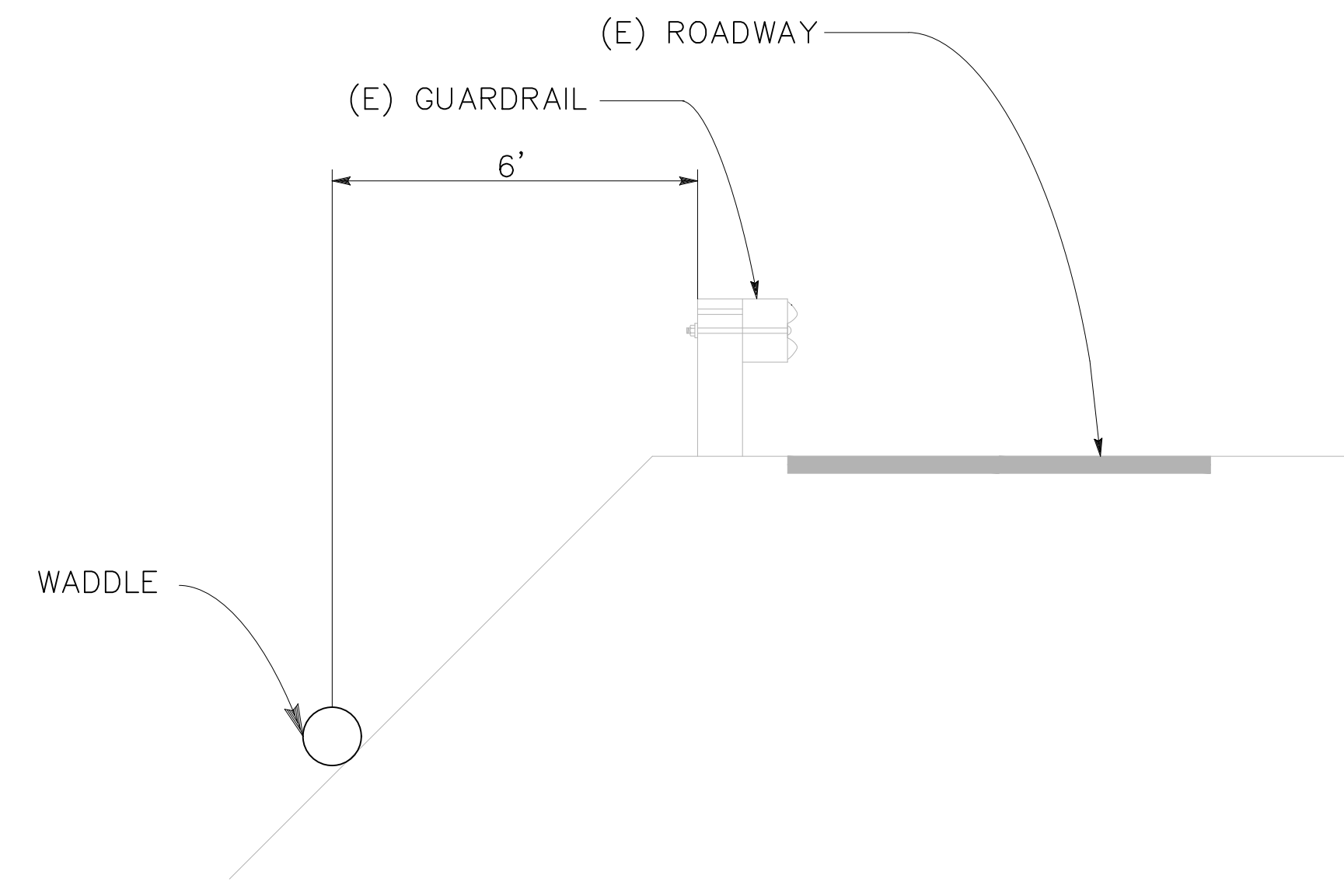


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Drawn By: EB/JC
Approved By: JR
Job No: 21350
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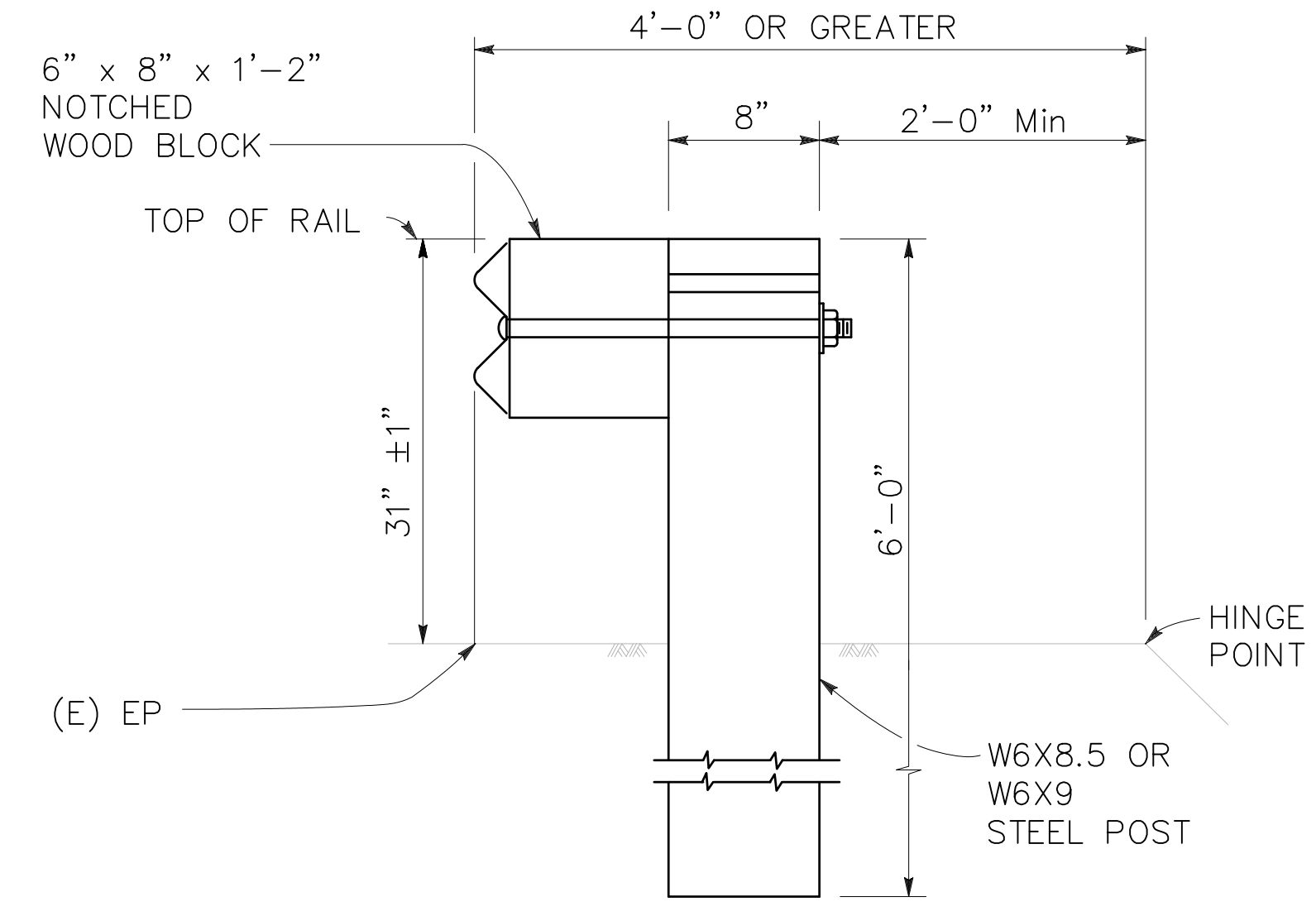
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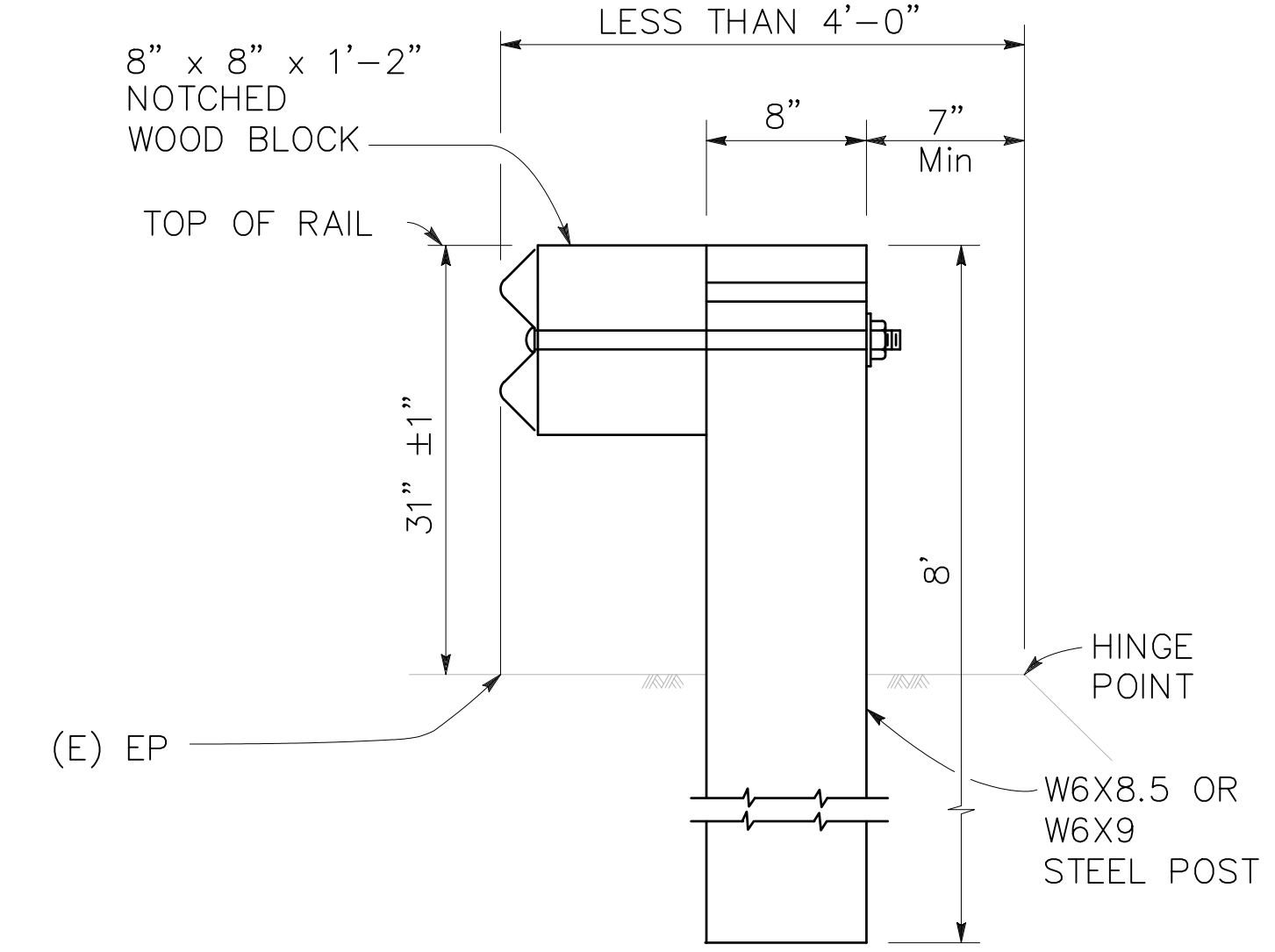
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D1
MGS INSTALLATION DETAIL
SCALE: N.T.S.



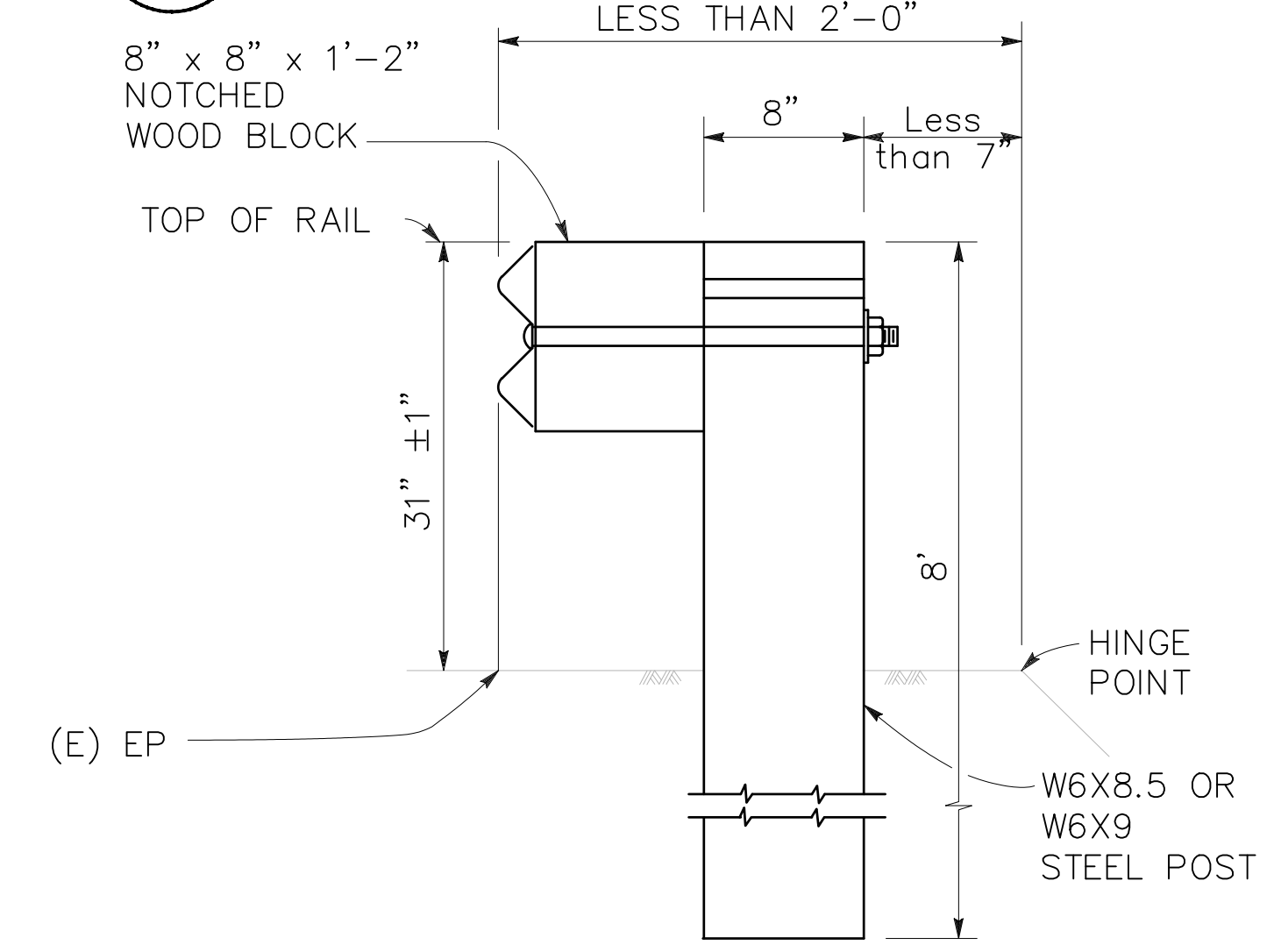
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D1
WADDLE INSTALLATION
SCALE: N.T.S.



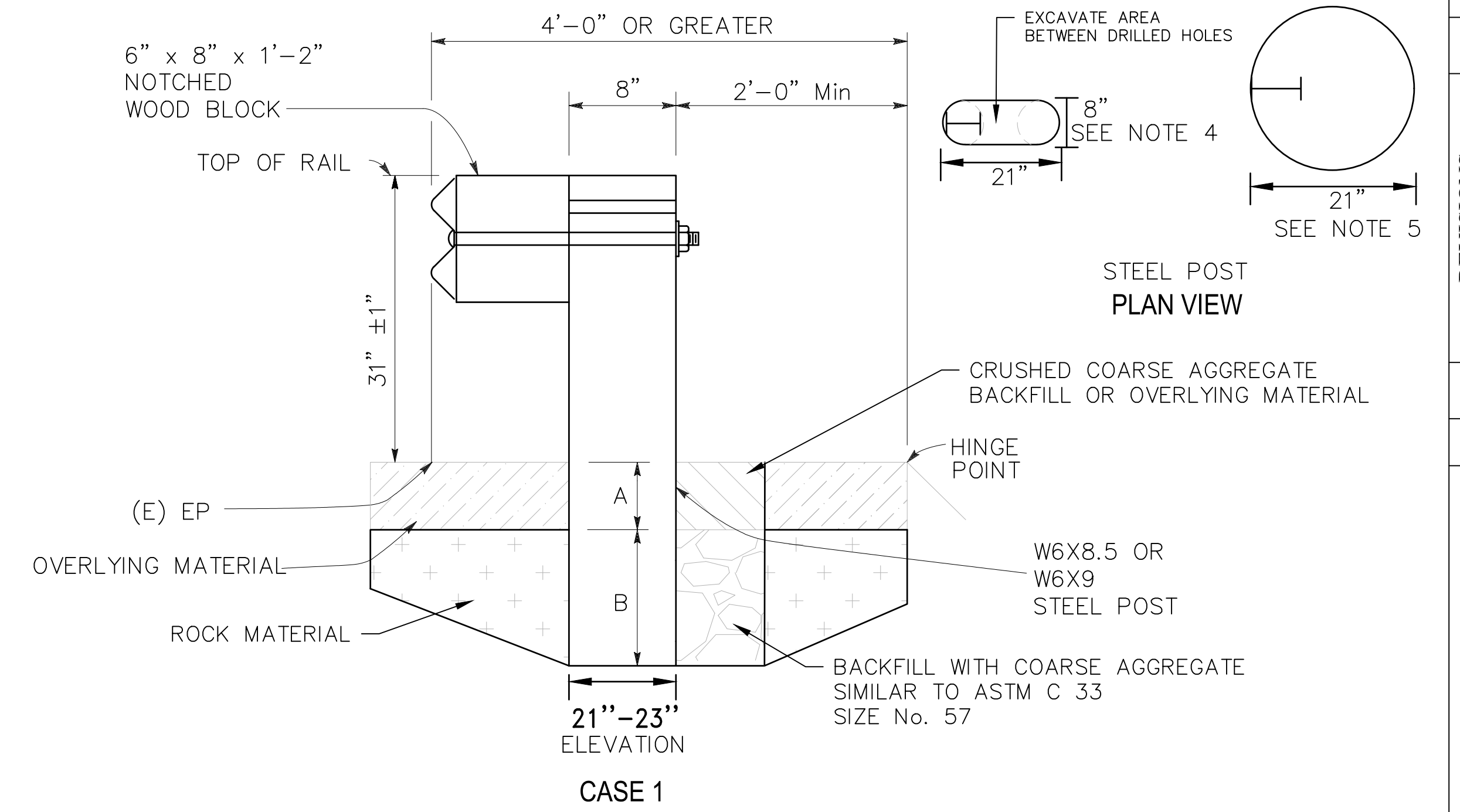
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D1
TYPICAL ROADWAY INSTALLATION
SCALE: N.T.S.



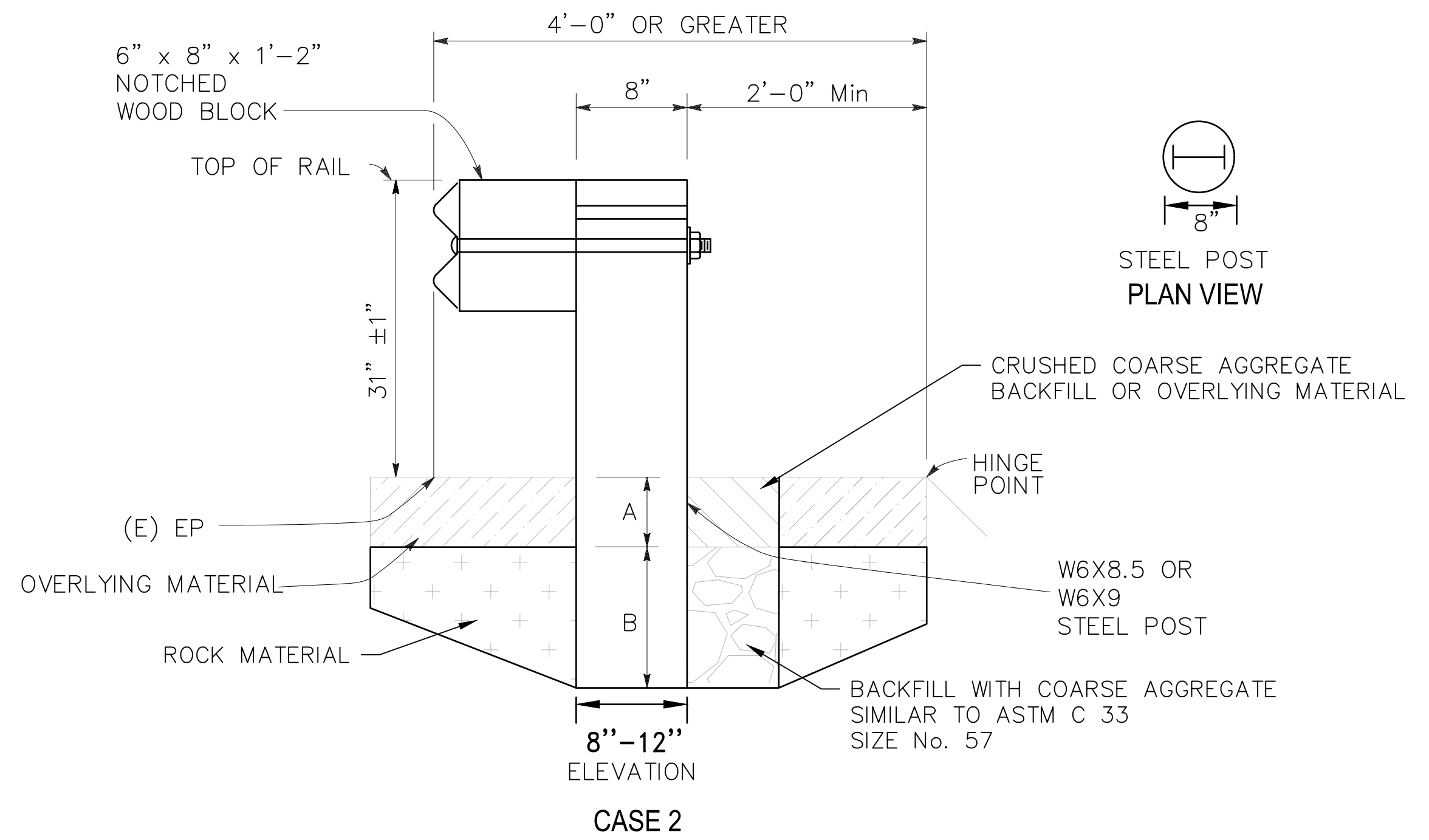
3
D1
NARROW ROADWAY INSTALLATION
SCALE: N.T.S.



4
D1
SUB-NARROW ROADWAY INSTALLATION
SCALE: N.T.S.



CASE 1



CASE 2

6
D1
POST EMBEDMENT INTO ROCK
SCALE: N.T.S.

A= DEPTH OF SOIL OVER ROCK FORMATION.
B= DEPTH OF EMBEDMENT INTO ROCK FORMATION.

NOTES

- UNLESS OTHERWISE SPECIFIED USE EITHER THE CIRCULAR OR THE OBLONG HOLE CONFIGURATION FOR CASE 1 CONDITIONS.
- CRUSHED COARSE AGGREGATE BACKFILL CONFORMS TO COARSE AGGREGATE FOR CONCRETE.
- CRUSHED COARSE AGGREGATE ACCORDING TO THE POST REQUIREMENTS.
- THIS WIDTH MAY BE INCREASED TO 15" TO ACCOMMODATE CONSTRUCTION TOLERANCES.
- 2' DIAMETER HOLE MAY BE USED.



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TITLE
DETAILS - MGS INSTALLATION DETAIL

PROJECT
INYO COUNTY
ONION VALLEY GUARDRAIL

INYO COUNTY
CA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
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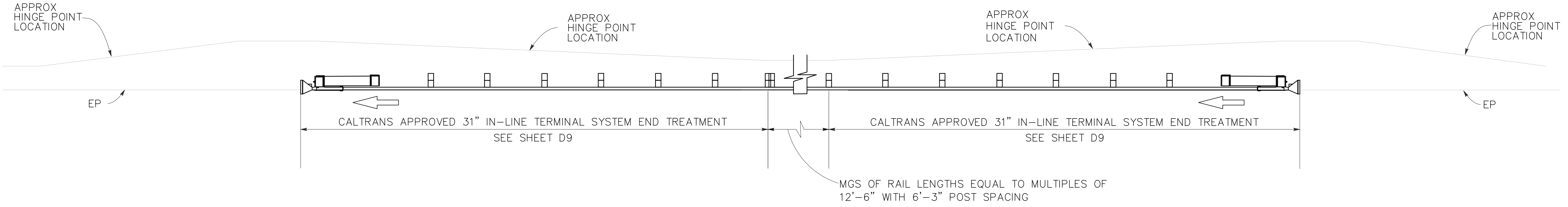
REGISTERED PROFESSIONAL ENGINEER
No. 54137
Exp. 12-31-23
CIVIL
STATE OF CALIFORNIA

2/22/2023
Designed: CC
Drawn By: EB/JC
Approved By: JR
Job No: 21350
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Date: 2/22/2023
SHEET No.

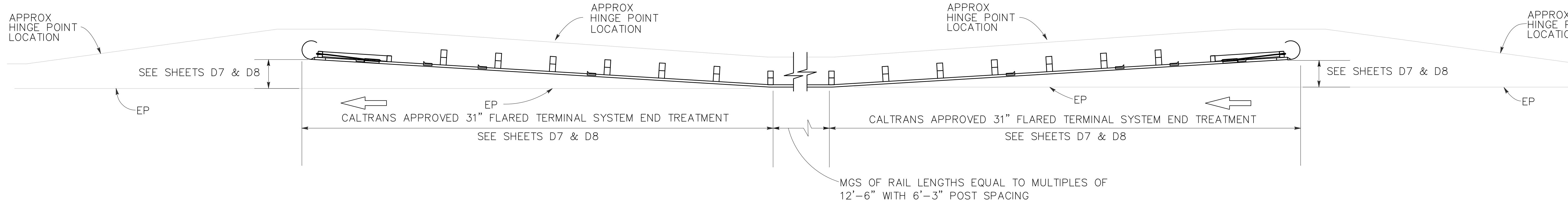
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1
D2 TYPE 11D OV LAYOUT
SCALE: N.T.S.
(Embankment MGS installation with 31" in-line end treatment at each end of railing)

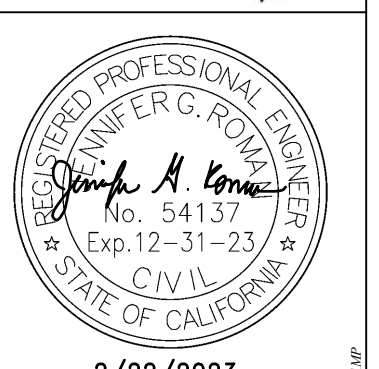


2
D2 TYPE 11E OV LAYOUT
SCALE: N.T.S.
(Embankment MGS installation with 31" in-line end treatment at each end of railing)

BY	REVISIONS	Date
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TITLE: **DETAILS - LAYOUTS - PART 1**
 PROJECT: **INYO COUNTY UNION VALLEY GUARDRAIL**
 INYO COUNTY CA

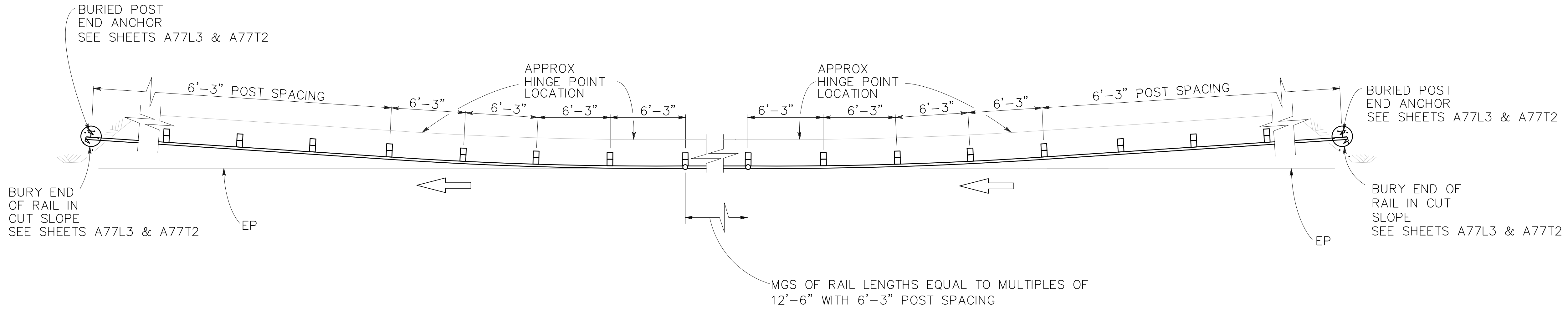
EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221



Designed:	CC
Drawn By:	EB/JC
Approved By:	JR
Job No:	21350
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D2 OF 42	



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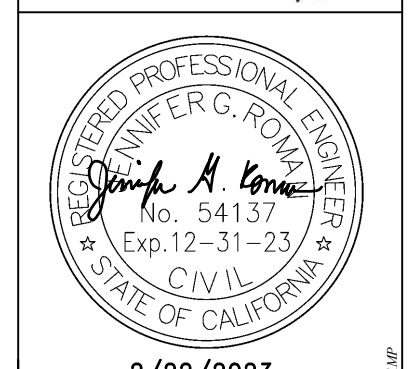


1
D3 TYPE 11F OV LAYOUT
SCALE: N.T.S.
(Embankment MGS installation with a buried end anchor treatment at each end of railing)

No.	Date	REVISIONS	BY	APPD
1				
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DETAILS - LAYOUTS - PART 2
INYO COUNTY
ONION VALLEY GUARDRAIL
INYO COUNTY CA

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 BISHOP, CA 93514
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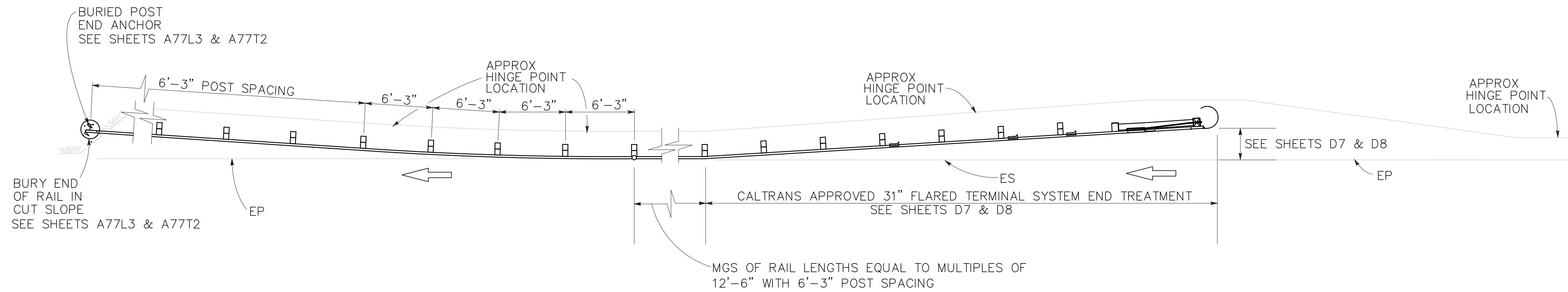
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Drawn By:	EB/JC
Approved By:	JR
Job No:	21350
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D3	OF 42



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DATE: 2/22/2023

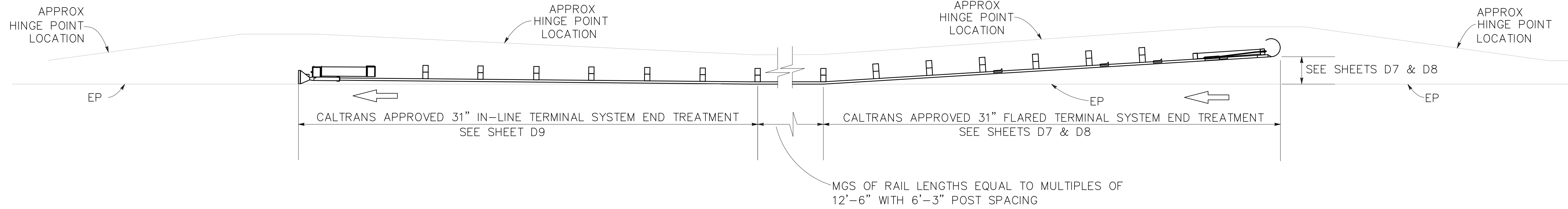
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1
D4 TYPE 11G OV LAYOUT
SCALE: N.T.S.

(Embankment MGS installation with 31" flared end treatment and a buried end anchor treatment at the ends of railing)



2
D4 TYPE 11H OV LAYOUT
SCALE: N.T.S.

(Embankment MGS installation with 31" flared end treatment and 31" in-line end treatment at the ends of railing)

BY	DATE	REVISIONS
APPD		

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TITLE
DETAILS - LAYOUTS - PART 3

PROJECT
INYO COUNTY
UNION VALLEY GUARDRAIL

INYO COUNTY
CA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221

REGISTERED PROFESSIONAL ENGINEER
No. 54137
Exp. 12-31-23
CIVIL
STATE OF CALIFORNIA

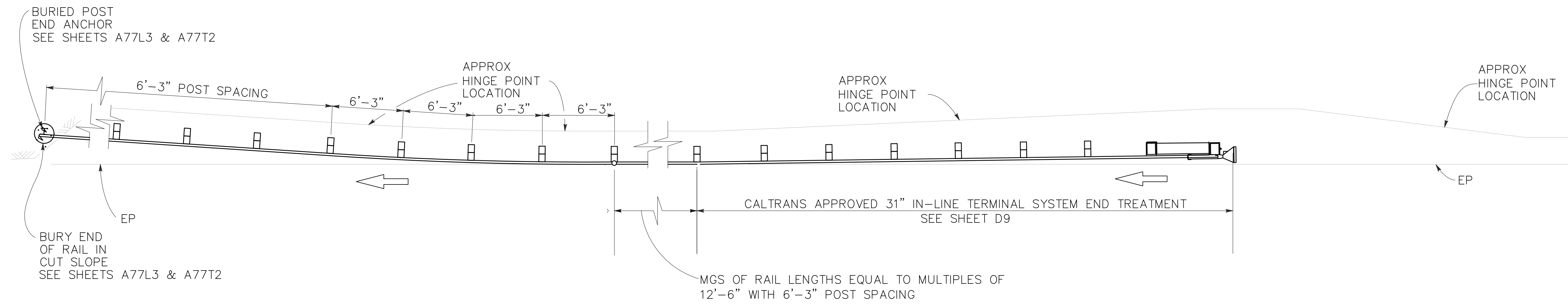
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Approved By: JR
Job No: 21350
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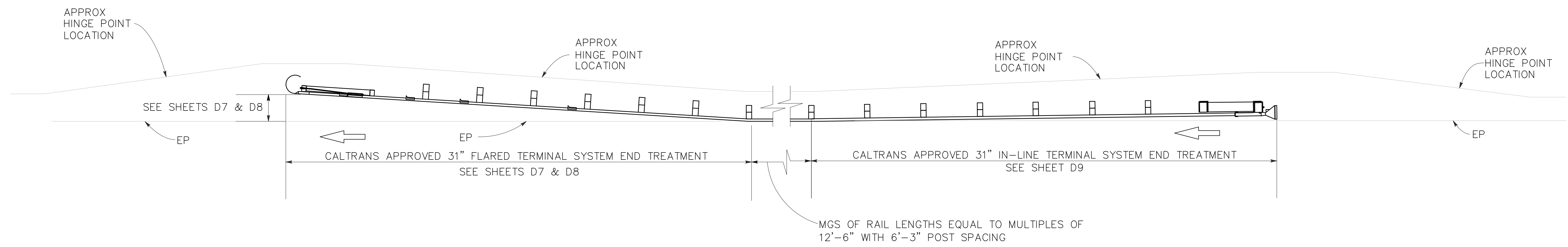
SHEET No.
D4 OF 42





1
D5 TYPE 11I OV LAYOUT
SCALE: N.T.S.

(Embankment MGS installation with 31" in-line end treatment and a buried end anchor treatment at the ends of railing)



2
D5 TYPE 11J OV LAYOUT
SCALE: N.T.S.

(Embankment MGS installation with 31" in-line end treatment and 31" flared end treatment at the ends of railing)

BY	DATE	REVISIONS
APPD		

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TITLE
DETAILS - LAYOUTS - PART 4

PROJECT
INYO COUNTY
UNION VALLEY GUARDRAIL

INYO COUNTY

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 228-5049
FAX: (775) 828-7221

REGISTERED PROFESSIONAL ENGINEER
JAMES A. KERR
No. 54137
Exp. 12-31-23
CIVIL
STATE OF CALIFORNIA

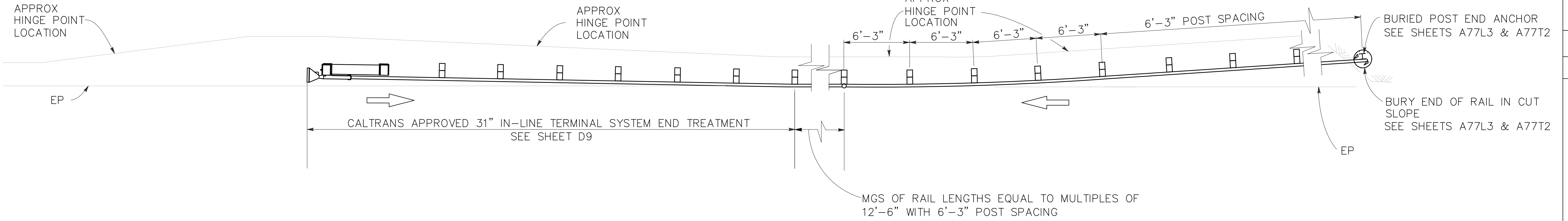
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Drawn By: EB/JC
Approved By: JR
Job No: 21350
Scale: AS SHOWN
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90 PERCENT SUBMITTAL
DATE: 2/22/2023

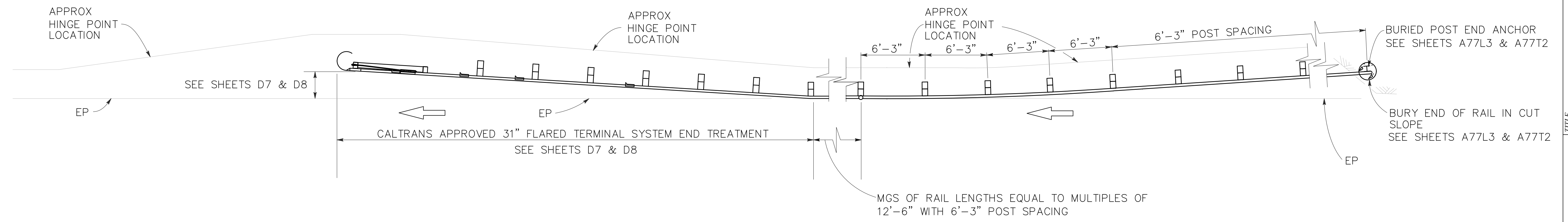
SHEET No.
D5 OF 42





1 TYPE 11K OV LAYOUT
 D6 SCALE: N.T.S.

(Embankment MGS installation with a buried end anchor treatment and a 31" in-line end treatment at the ends of railing)



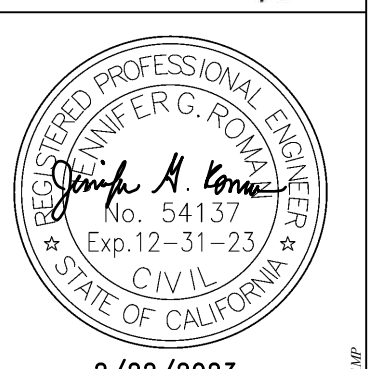
2 TYPE 11L OV LAYOUT
 D6 SCALE: N.T.S.

(Embankment MGS installation with a buried end anchor treatment and a 31" flared end treatment at the ends of railing)

No.	Date	REVISIONS	BY	APPD
1				
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DETAILS - LAYOUTS - PART 5	
INYO COUNTY UNION VALLEY GUARDRAIL	
TITLE	PROJECT
INYO COUNTY	INYO COUNTY

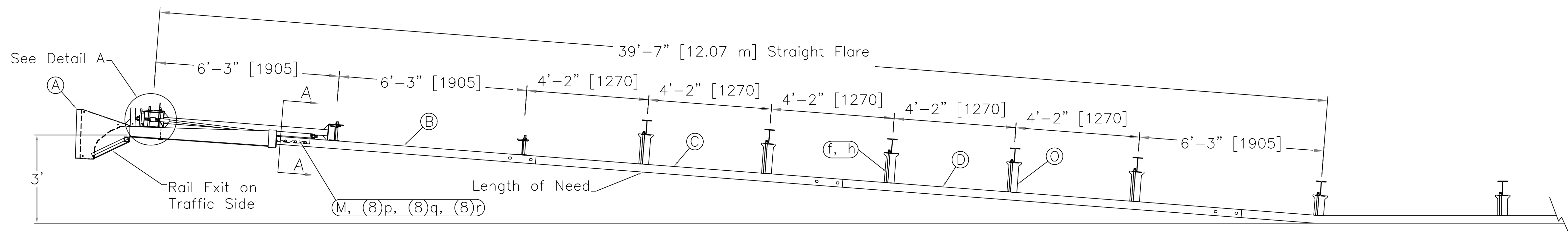
EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 MAIN: (442) 228-5049
 FAX: (775) 828-7221



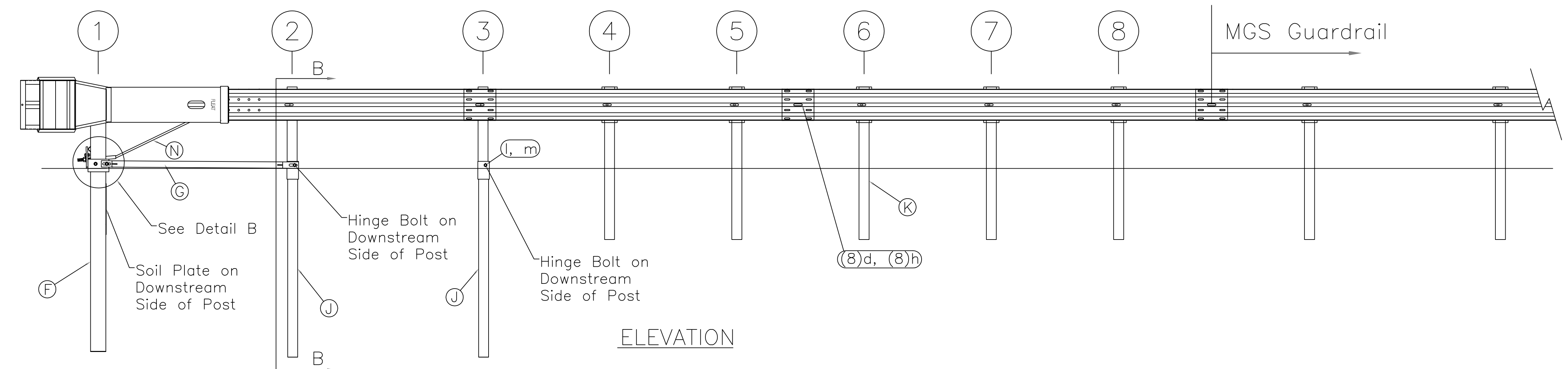
Designed:	CC
Drawn By:	EB/JC
Approved By:	JR
Job No:	21350
Scale:	AS SHOWN
Date:	2/22/2023
SHEET No.	



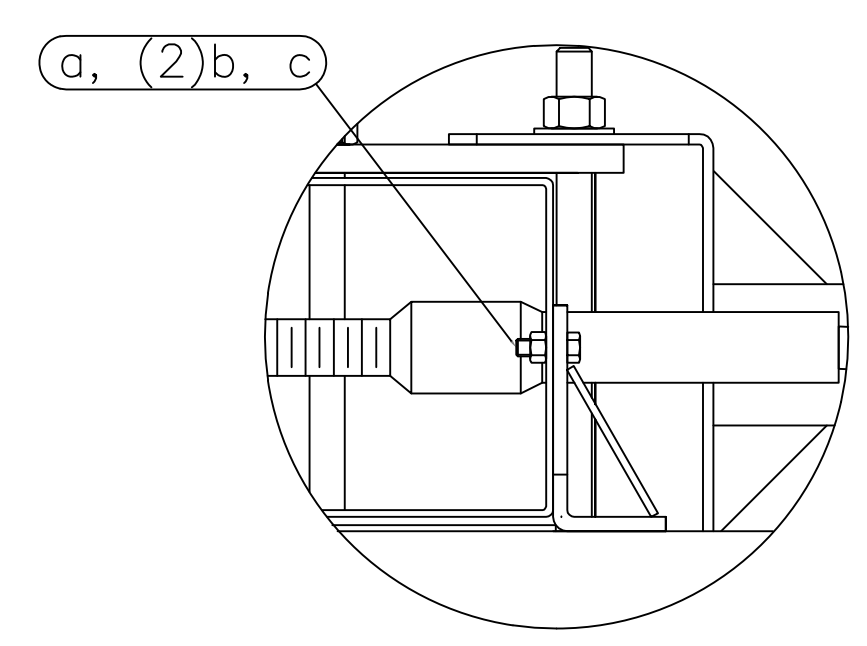
90 PERCENT SUBMITTAL
 DATE: 2/22/2023



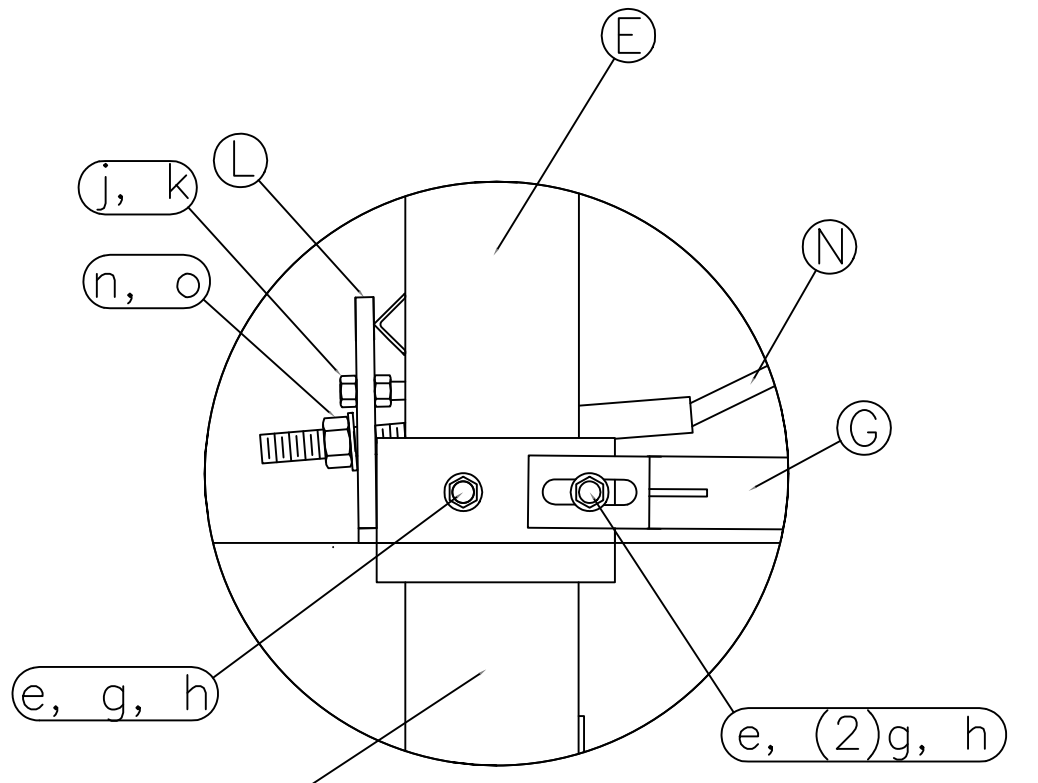
TRAFFIC →



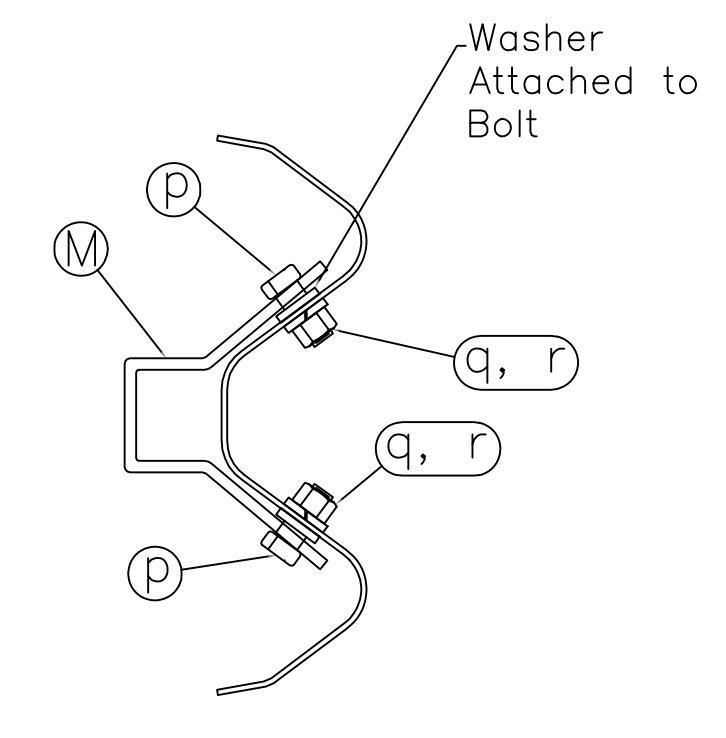
ITEM	QTY	BILL OF MATERIALS	ITEM NO.
A	1	FLEAT IMPACT HEAD	MF3000
B	1	FLEAT ANCHOR RAIL 12'-6"	SF1303
C	1	FLEAT SECOND RAIL 10'-5"	F1324
D	1	FLEAT THIRD RAIL 13'-6 1/2"	F1334
E	1	FIRST POST TOP (6X6 3/4" Tube)	MP1A
F	1	FIRST POST BOTTOM (6' W6X15)	MP1B
G	1	GROUND STRUT	MS785
H	2	HINGE POST UPPER	MHP2A
J	2	HINGED POST LOWER	HP2B
K	5	STEEL LINE POST 6'	P621
L	1	MASH BEARING PLATE	ME750
M	1	CABLE ANCHOR BOX	S760
N	1	BCT CABLE ANCHOR ASSEMBLY	E770
O	5	RECYCLED PLASTIC BLOCK OR EQUIV.	P618
HARDWARE (ALL DIMENSIONS IN INCHES)			
a	2	5/16 x 1 HEX BOLT GRD 5	B5160104A
b	4	5/16 WASHER	W0516
c	2	5/16 HEX NUT	N0516
d	18	5/8 x 1 1/4 SPLICE BOLT	B580122
e	2	5/8 x 9 HEX BOLT GRD 5	B580904A
f	5	5/8 x 14 H.G.R. BOLT	B581402
g	3	5/8 WASHER	W050
h	25	5/8 H.G.R. NUT	N050
j	1	5/8 x 5" BOLT FULL THREAD GRD A449	B580504A
k	1	5/8 HEX NUT	N055
l	2	3/4 x 8 1/2 HEX BOLT GRD A449	B340854A
m	2	3/4 HEX NUT	N030
n	2	1 ANCHOR CABLE HEX NUT	N100
o	2	1 ANCHOR CABLE WASHER	W100
p	8	1/2 RSI SHOULDER BOLT W/WASHER	SB12A
q	8	1/2 STRUCTURAL NUT	N012A
r	8	1/2 STRUCTURAL WASHER	W012A



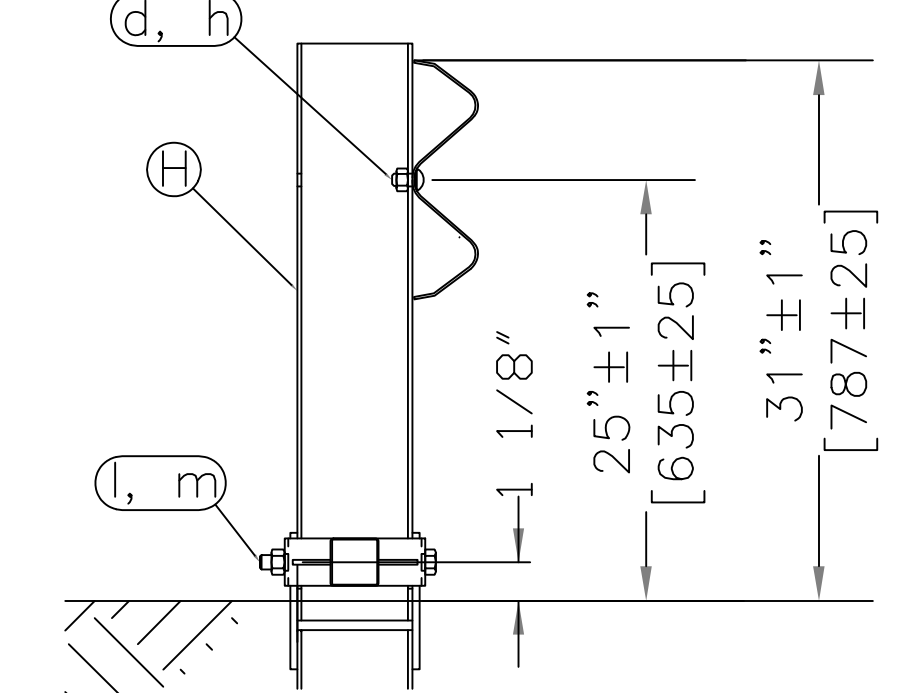
Detail A
Impact Head Connection



Detail B
Post #1 Connection



SECTION A-A
Anchor Bracket



SECTION B-B
Post #2

- GENERAL NOTES:**
- All bolts, nuts, cable assemblies, cable anchors and bearing plates shall be galvanized.
 - The lower sections of the Posts 1, 2 & 3 shall not protrude more than 4 in above the ground (measured along a 5' cord). Site grading may be necessary to meet this requirement.
 - The lower sections of the hinged posts should not be driven with the upper post attached. If the post is placed in a drilled hole, the backfill material must be satisfactorily compacted to prevent settlement.
 - When competent rock is encountered, a 12" Ø post hole, 20 in. deep cored into the rock surface may be used if approved by the engineer for Posts 1 and/or 2. Granular material will be placed in the bottom of the hole, approximately 2.5" deep to provide drainage. The first and/or second post can be field cut to length, placed in the hole and backfilled with suitable backfill. The soil plate may be trimmed if required.
 - The breakaway cable assembly must be taut. A locking device (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening nuts.

1
D7
FLARED END TREATMENT 12" BLOCKS
SCALE: N.T.S.



MASH FLEAT Terminal 12" Blocks TL-3 Standard Post System		Sheet: 1
Drawing Name: MFLT-12		Date: 04/10/19
Scale: None		By: JRR
		Rev: 0



90 PERCENT
SUBMITTAL
DATE: 2/22/2023

BY: APPD	REVISIONS	No.	Date
		1	
		2	
		3	
		4	
		5	

TITLE: **DETAILS - RSI MASH FLEAT TERMINAL 12" BLOCKS**

PROJECT: **INYO COUNTY
UNION VALLEY GUARDRAIL**

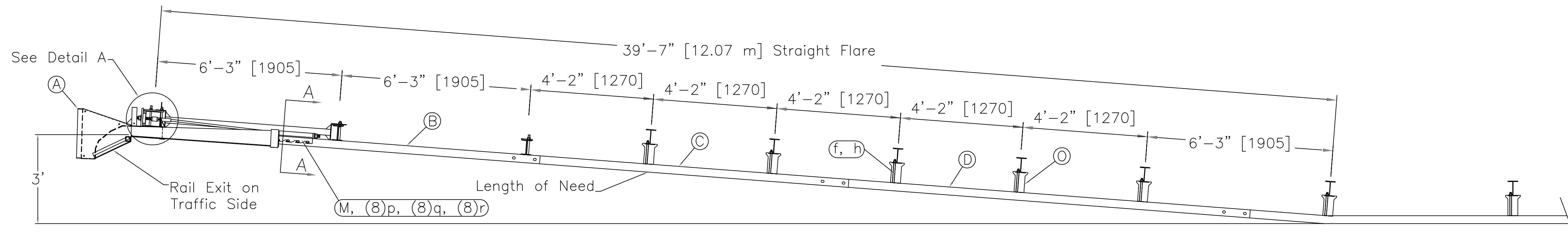
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 226-5049
FAX: (775) 828-7221

REGISTERED PROFESSIONAL ENGINEER
No. 54137
Exp. 12-31-23
CIVIL
STATE OF CALIFORNIA

2/22/2023

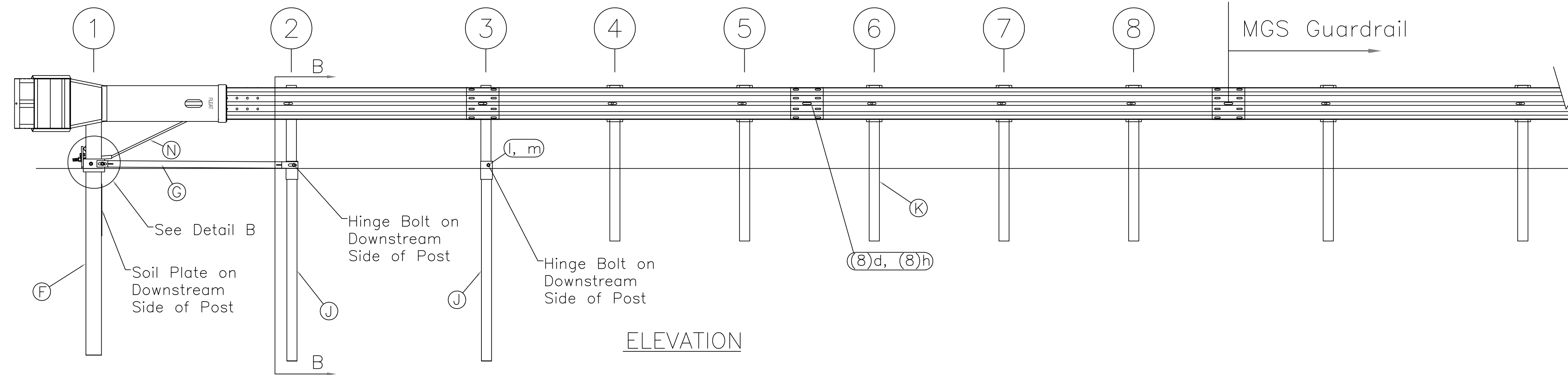
Designed:
Drawn By:
Approved By:
Job No.: 21350
Scale: AS SHOWN
Date: 2/22/2023

SHEET No.
D7 OF 42



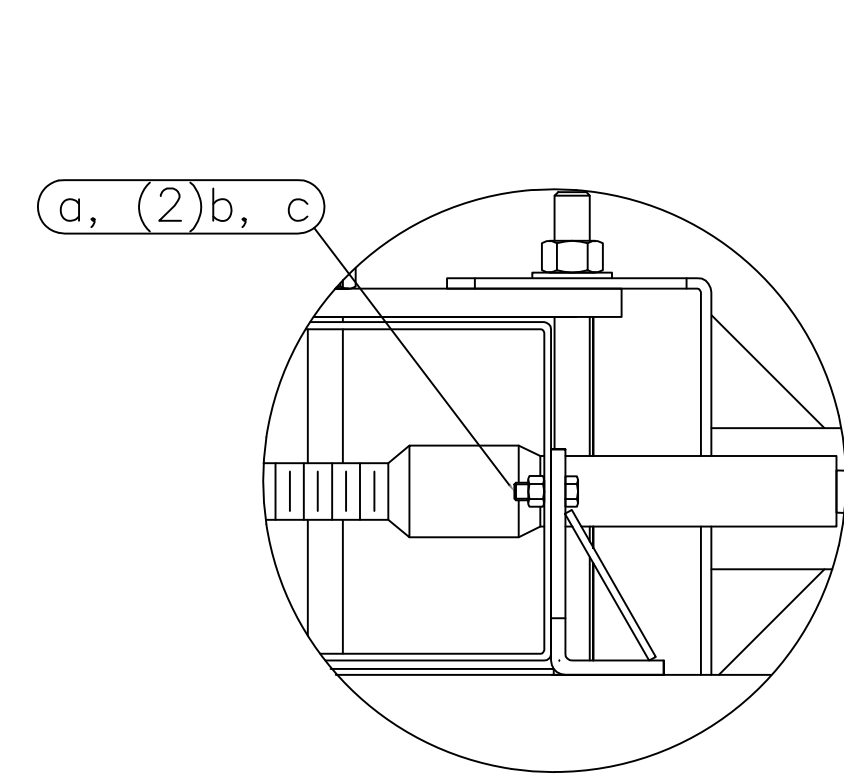
PLAN

TRAFFIC →

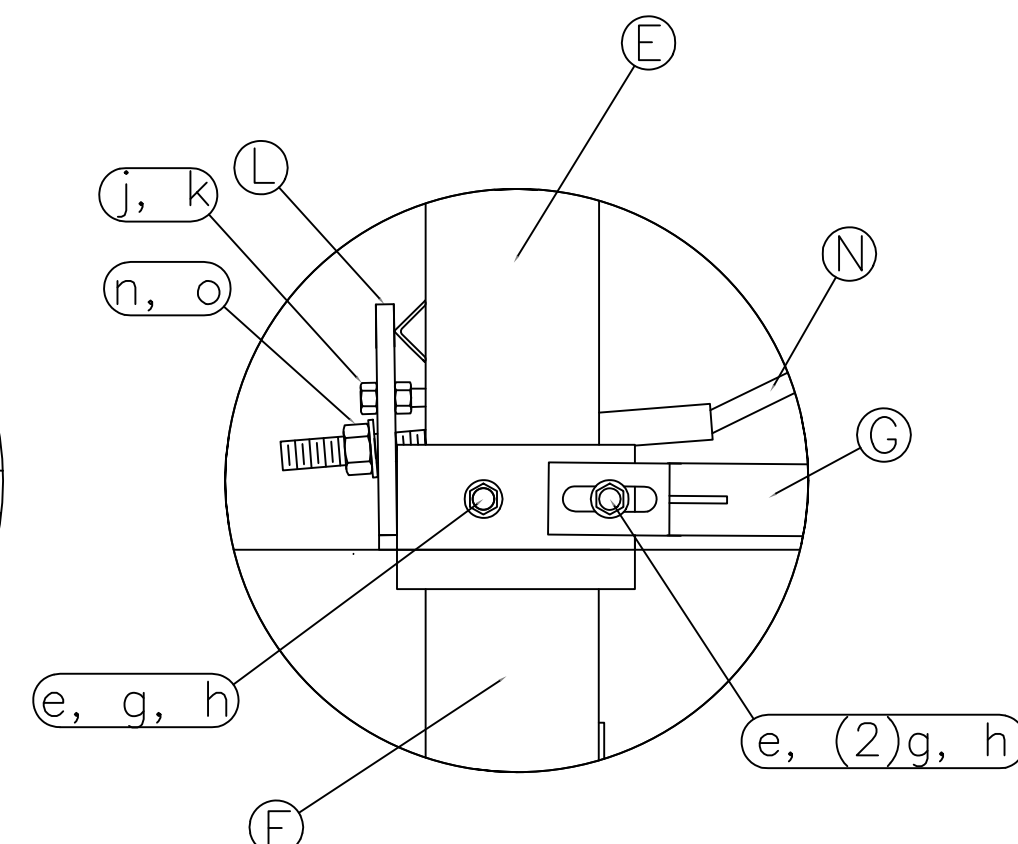


ELEVATION

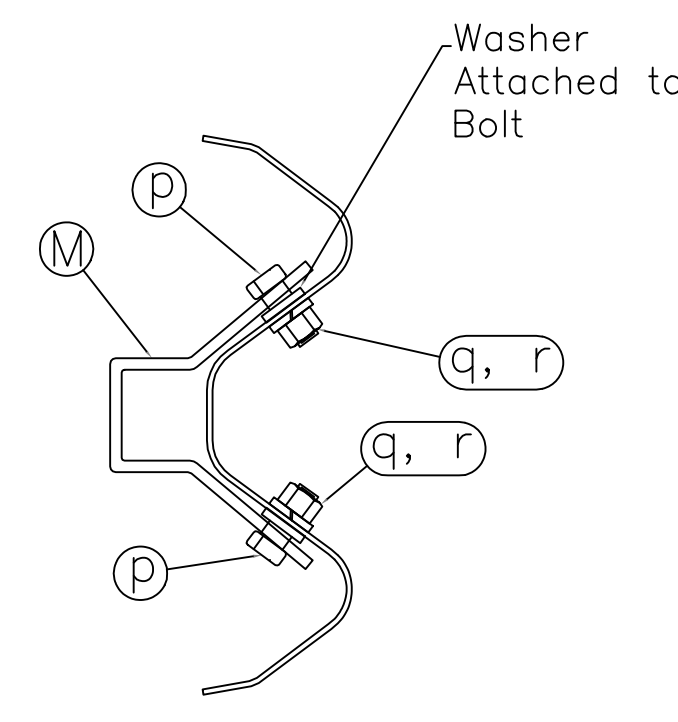
ITEM	QTY	BILL OF MATERIALS	ITEM NO.
A	1	FLEAT IMPACT HEAD	MF3000
B	1	FLEAT ANCHOR RAIL 12'-6"	SF1303
C	1	FLEAT SECOND RAIL 10'-5"	F1324
D	1	FLEAT THIRD RAIL 13'-6 1/2"	F1334
E	1	FIRST POST TOP (6X6 3/8" Tube)	MP1A
F	1	FIRST POST BOTTOM (6' W6X15)	MP1B
G	1	GROUND STRUT	MS785
H	2	HINGE POST UPPER	MHP2A
J	2	HINGED POST LOWER	HP2B
K	5	STEEL LINE POST 6'	P621
L	1	MASH BEARING PLATE	ME750
M	1	CABLE ANCHOR BOX	S760
N	1	BCT CABLE ANCHOR ASSEMBLY	E770
O	5	RECYCLED PLASTIC BLOCK OR EQUIV.	CBSP-14
HARDWARE (ALL DIMENSIONS IN INCHES)			
a	2	5/16 x 1 HEX BOLT GRD 5	B5160104A
b	4	5/16 WASHER	W0516
c	2	5/16 HEX NUT	N0516
d	18	5/8 x 1 1/4 SPLICE BOLT	B580122
e	2	5/8 x 9 HEX BOLT GRD 5	B580904A
f	5	5/8 x 10 H.G.R. BOLT	B581002
g	3	5/8 WASHER	W050
h	25	5/8 H.G.R. NUT	N050
j	1	5/8 x 5" BOLT FULL THREAD GRD A449	B580504A
k	1	5/8 HEX NUT	N055
l	2	3/4 x 8 1/2 HEX BOLT GRD A449	B340854A
m	2	3/4 HEX NUT	N030
n	2	1 ANCHOR CABLE HEX NUT	N100
o	2	1 ANCHOR CABLE WASHER	W100
p	8	1/2 RSI SHOULDER BOLT W/WASHER	SB12A
q	8	1/2 STRUCTURAL NUT	N012A
r	8	1/2 STRUCTURAL WASHER	W012A



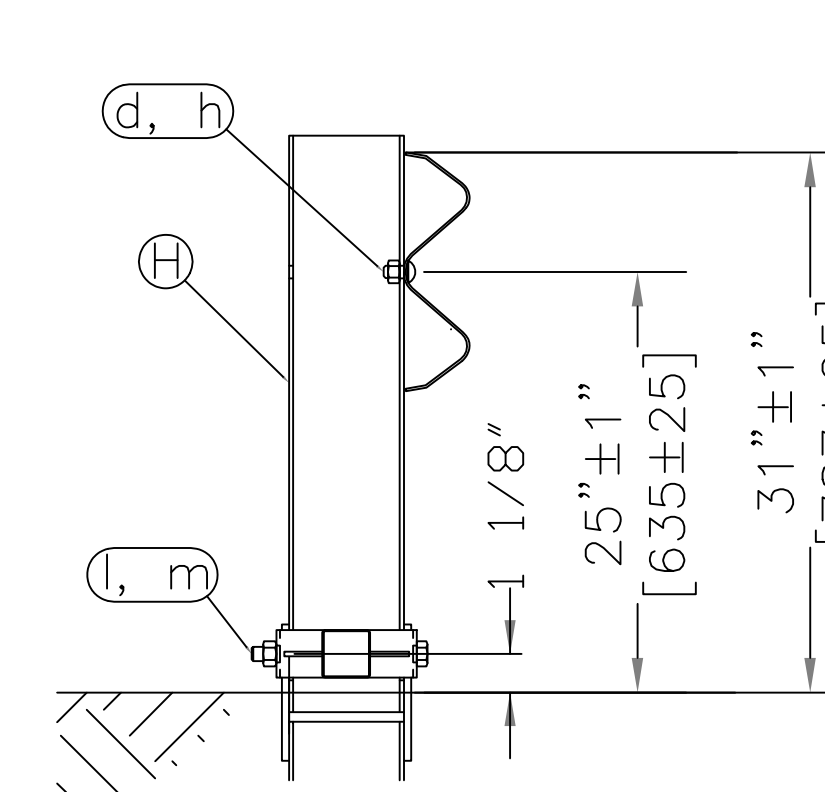
Detail A
Impact Head Connection



Detail B
Post #1 Connection



SECTION A-A
Anchor Bracket



SECTION B-B
Post #2

GENERAL NOTES:

- All bolts, nuts, cable assemblies, cable anchors and bearing plates shall be galvanized.
- The lower sections of the Posts 1, 2 & 3 shall not protrude more than 4 in above the ground (measured along a 5' cord). Site grading may be necessary to meet this requirement.
- The lower sections of the hinged posts should not be driven with the upper post attached. If the post is placed in a drilled hole, the backfill material must be satisfactorily compacted to prevent settlement.
- When competent rock is encountered, a 12" Ø post hole, 20 in. deep cored into the rock surface may be used if approved by the engineer for Posts 1 and/or 2. Granular material will be placed in the bottom of the hole, approximately 2.5" deep to provide drainage. The first and/or second post can be field cut to length, placed in the hole and backfilled with suitable backfill. The soil plate may be trimmed if required.
- The breakaway cable assembly must be taut. A locking device (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening nuts.

1
D8 FLARED END TREATMENT 8" BLOCKS
SCALE: N.T.S.



MASH FLEAT Terminal TL-3 Standard Post System		Sheet: 1
Drawing Name: MFLT		Date: 04/10/19
Scale: None		By: JRR
		Rev:



90 PERCENT
SUBMITTAL
DATE: 2/22/2023

BY	APPD
REVISIONS	
No.	Date
1	
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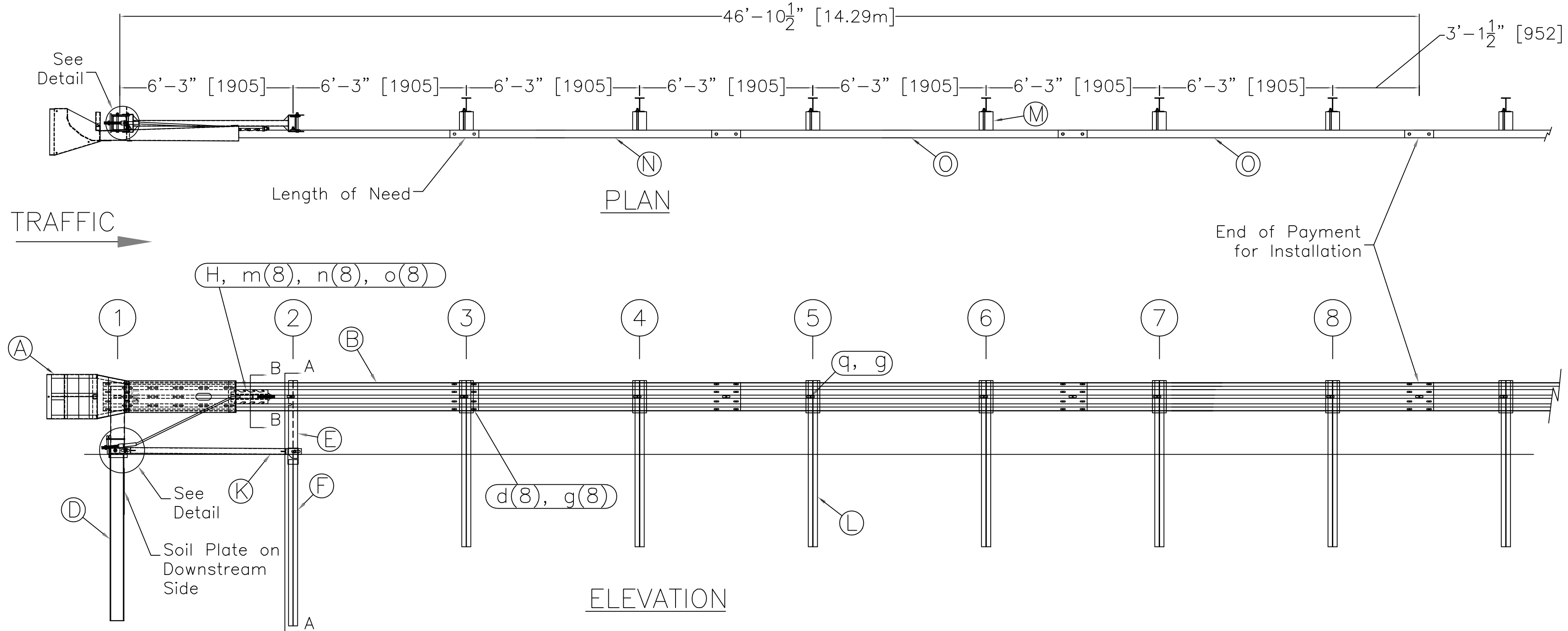
TITLE: DETAILS - RSI MASH FLEAT TERMINAL 8" BLOCKS

PROJECT: INYO COUNTY UNION VALLEY GUARDRAIL

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
140 WHITNEY ALLEY
BISHOP, CA 93514
MAIN: (442) 225-5049
FAX: (775) 828-7221

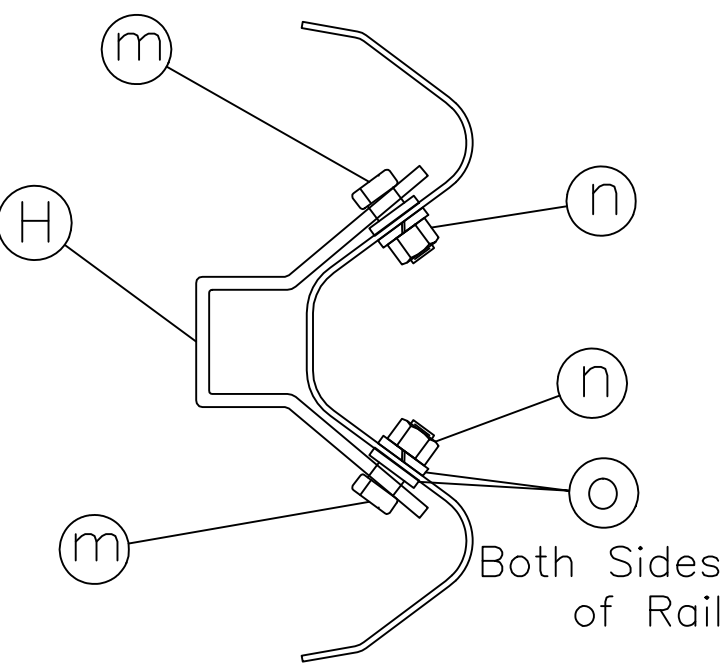
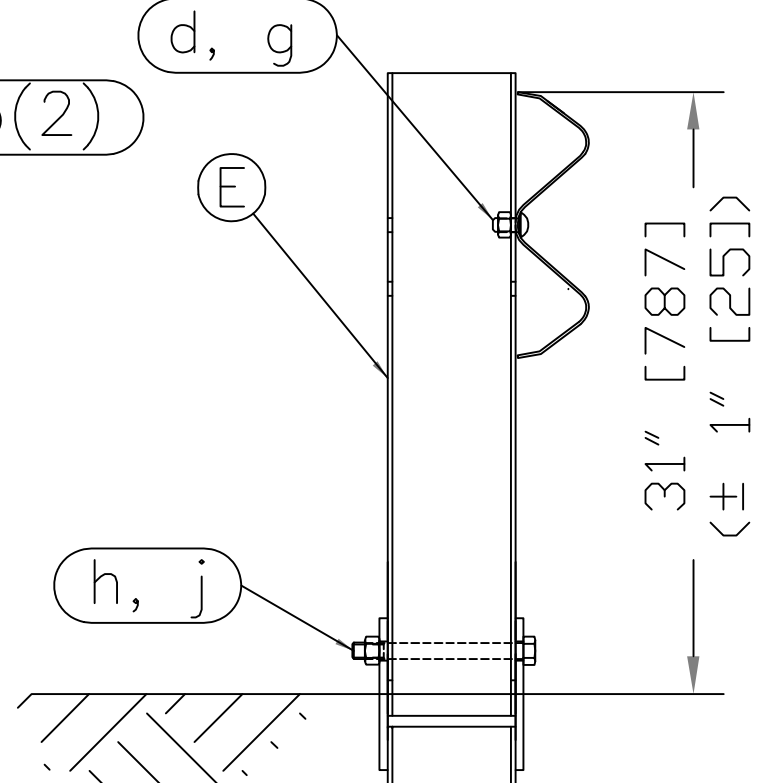
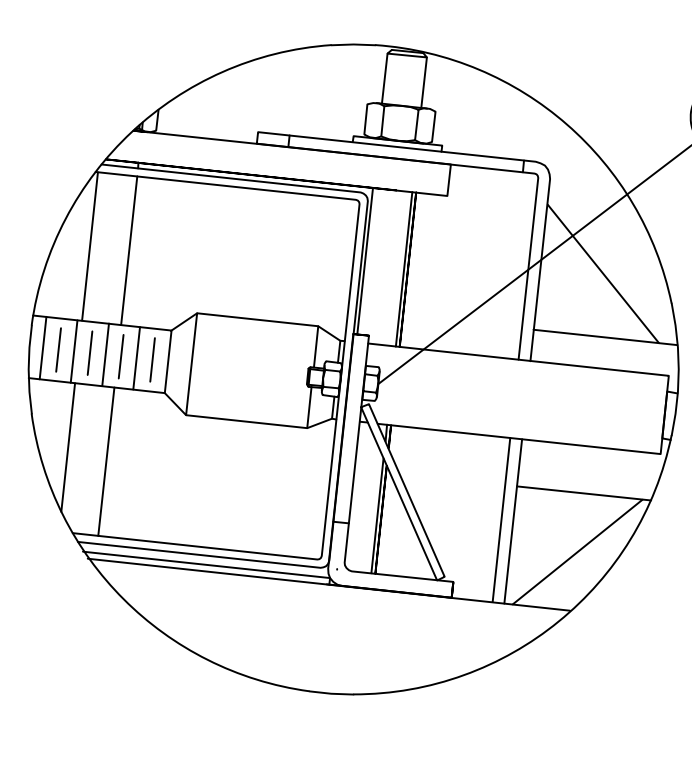
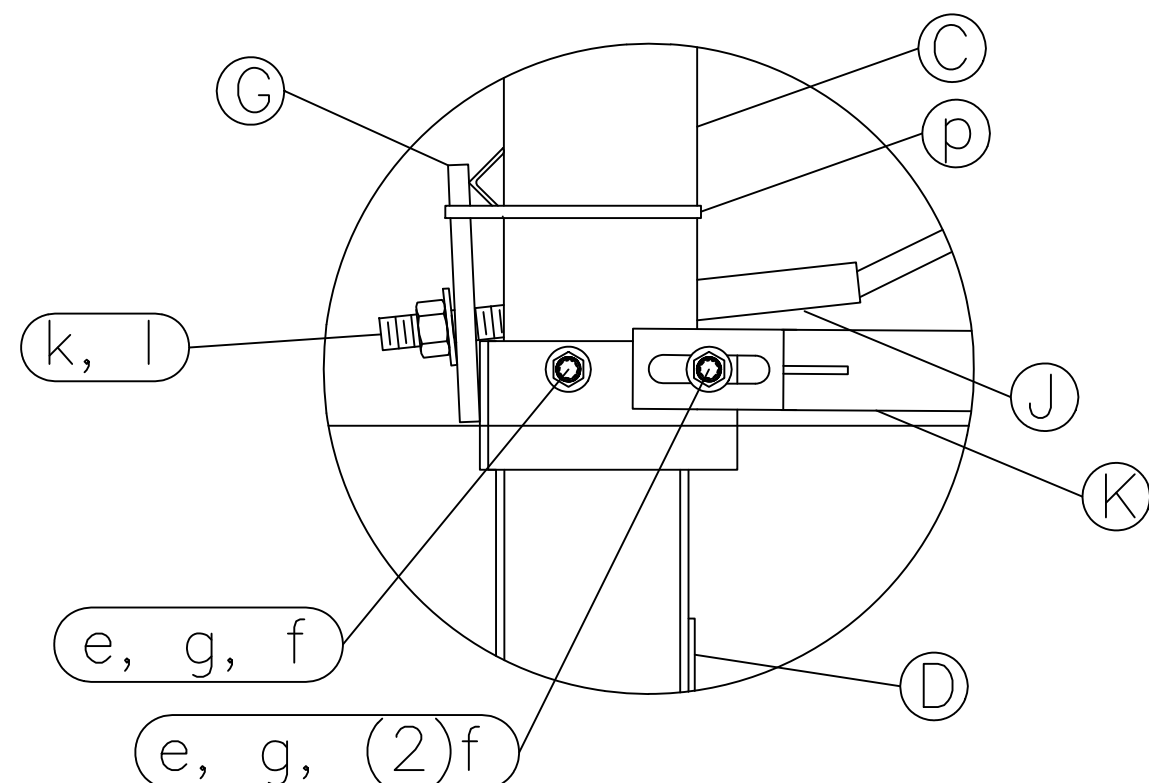
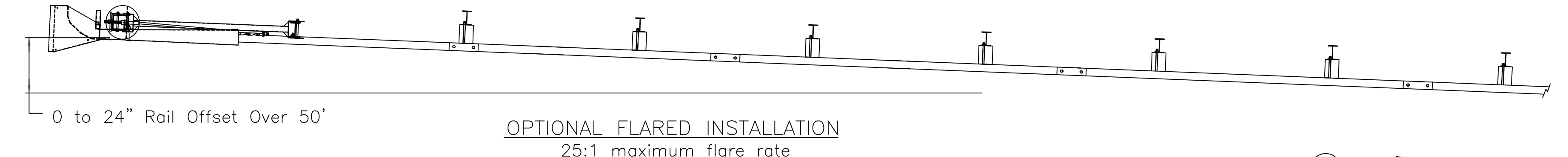
DESIGNED: 2/22/2023
DRAWN BY:
APPROVED BY:
JOB NO: 21350
SCALE: AS SHOWN
DATE: 2/22/2023

SHEET No. D8 OF 42



ITEM	QTY	BILL OF MATERIALS	ITEM NO.
A	1	IMPACT HEAD	MS3000
B	1	W-BEAM GUARDRAIL END SECTION, 12 Ga.	SF1303
C	1	FIRST POST TOP (6X6X $\frac{3}{4}$ " Tube)	MTPHP1A
D	1	FIRST POST BOTTOM (6' W6X15)	MTPHP1B
E	1	SECOND POST ASSEMBLY TOP	UHP2A
F	1	SECOND POST ASSEMBLY BOTTOM	HP2B
G	1	BEARING PLATE	E750
H	1	CABLE ANCHOR BOX	S760
J	1	BCT CABLE ANCHOR ASSEMBLY	E770
K	1	STRUT	MS785
L	6	6x9 (6x8.5) STEEL POST	P621
M	6	RECYCLED PLASTIC BLOCK OR EQUIV.	CBSP-14
N	1	W-BEAM MGS RAIL SECTION (9'-4 1/2")	G12025
O	2	W-BEAM MGS RAIL SECTION (12'-6")	G1203A
HARDWARE (ALL DIMENSIONS IN INCHES)			
a	2	5/16 x 1 HEX BOLT GRD 5	B5160104A
b	4	5/16 WASHER	W0516
c	2	5/16 HEX NUT	N0516
d	25	5/8 Dia. x 1 1/4 SPLICE BOLT (POST #2)	B580122
e	2	5/8 Dia. x 9 HEX BOLT A449	B580904A
f	3	5/8 WASHER	W050
g	33	5/8 Dia. H.G.R. NUT	N050
h	1	3/4 Dia. x 8 1/2 HEX BOLT GRD A449	B340854A
j	1	3/4 Dia. HEX NUT	N030
k	2	1 ANCHOR CABLE HEX NUT	N100
l	2	1 ANCHOR CABLE WASHER	W100
m	8	1/2 RSI SHOULDER BOLT W/WASHER	SB12A
n	8	1/2 STRUCTURAL NUT	N012A
o	8	1/2 STRUCTURAL WASHER	W012A
p	1	BEARING PLATE RETAINER TIE	CT-100ST
q	6	5/8" x 10" H.G.R. BOLT	B581002

- GENERAL NOTES:**
- All bolts, nuts, cable assemblies, cable anchors and bearing plates shall be galvanized.
 - The lower sections of the Posts 1 & 2 shall not protrude more than 4 in [100] above the ground (measured along a 5' [1.5m] cord longitudinal to the system). Site grading may be necessary to meet this requirement.
 - The lower section of the hinged post should not be driven with the upper post attached. If the post is placed in a drilled hole, the backfill material must be satisfactorily compacted to prevent settlement.
 - When competent rock is encountered, a 12" [300] Ø post hole, 20 in. [500] deep cored into the rock surface may be used if approved by the engineer for Posts 1 and/or 2. Granular material will be placed in the bottom of the hole, approximately 2.5" [60] deep to provide drainage. The first and/or second post can be field cut to length, placed in the hole and backfilled with suitable backfill. The soil plate may be trimmed if required.
 - The breakaway cable assembly must be taut. A locking device (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening nuts.



Post #1 Connection Detail

Impact Head Connection Detail

SECTION A-A Post #2

SECTION B-B Anchor Bracket

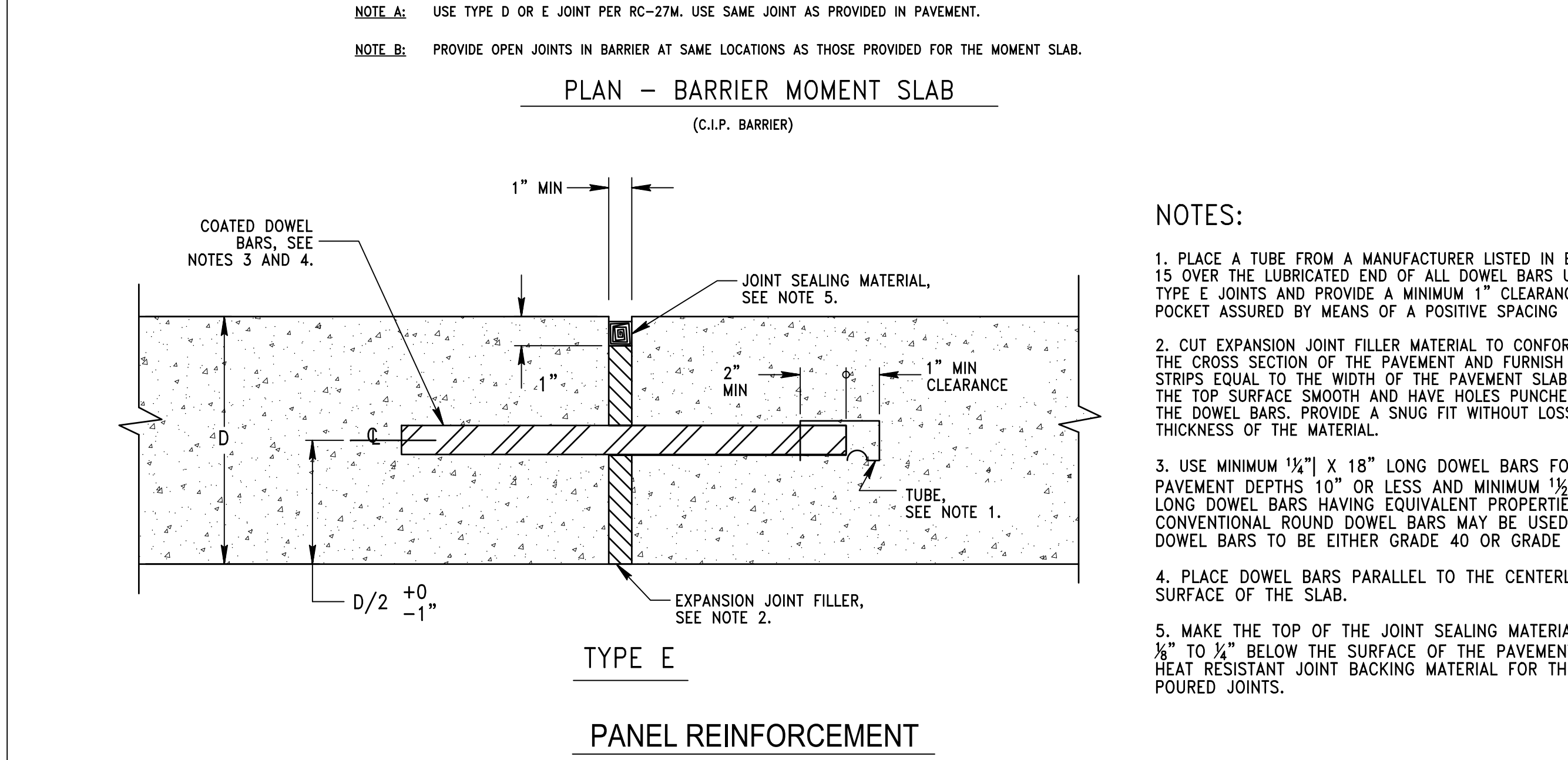
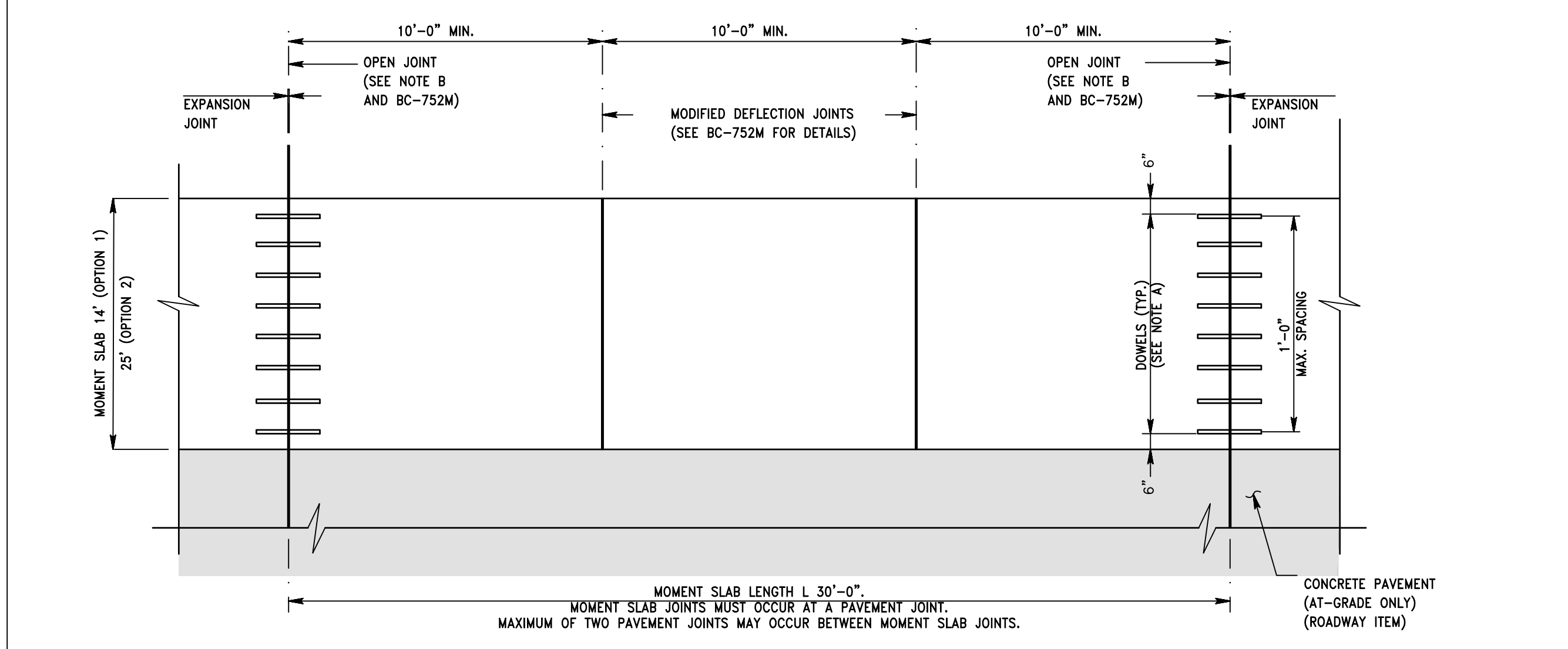
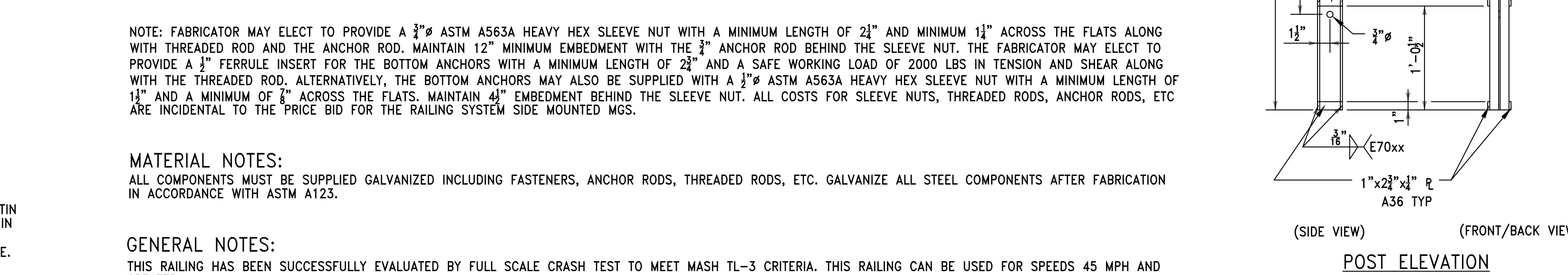
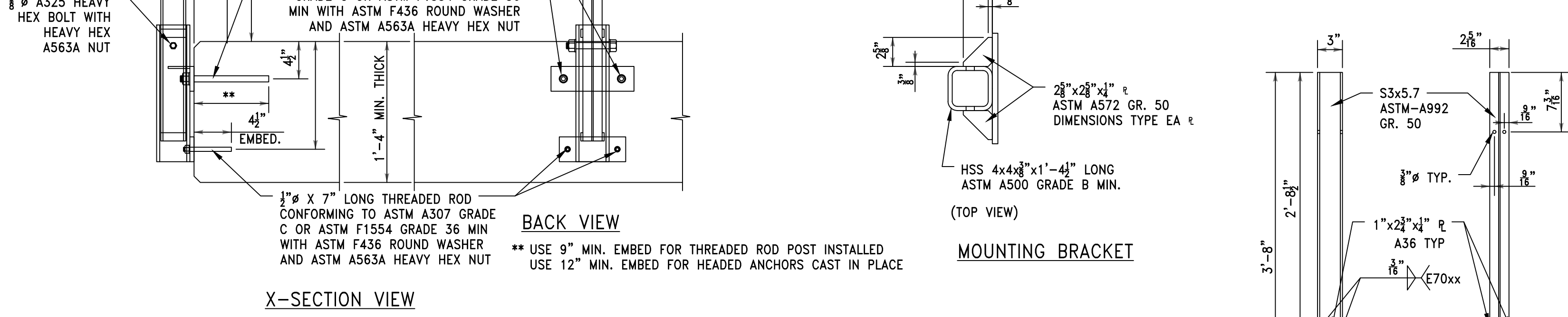
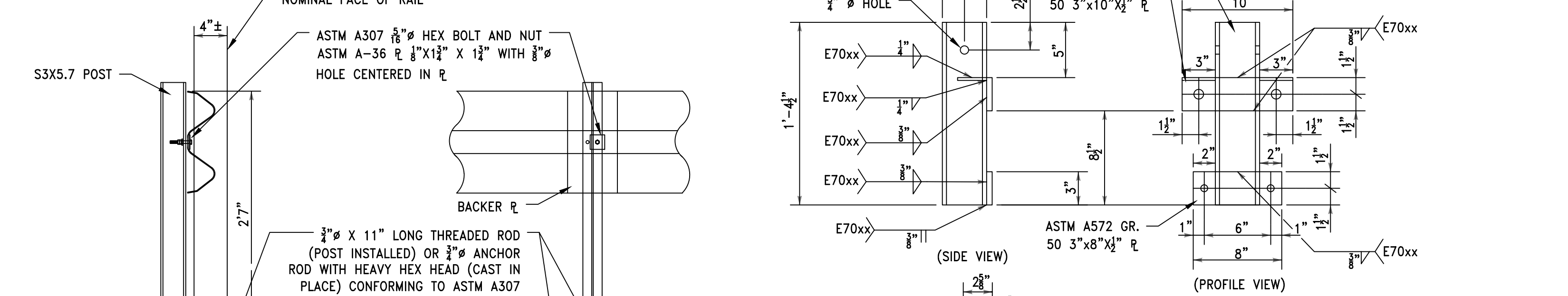
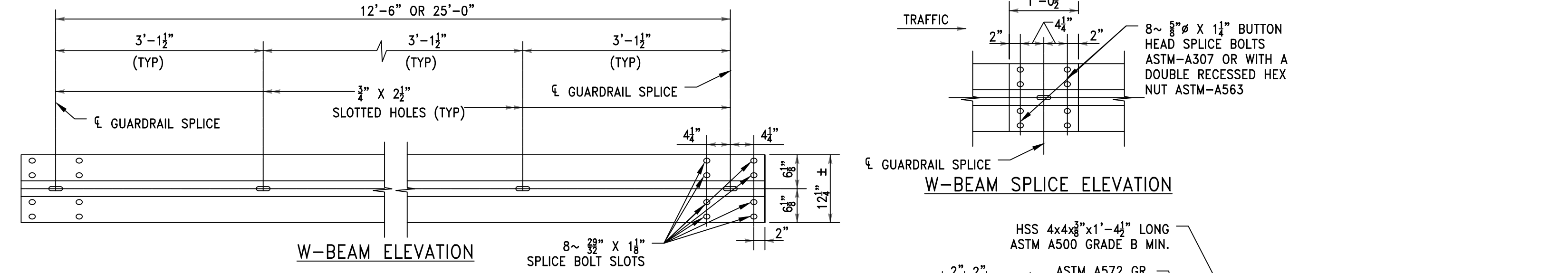
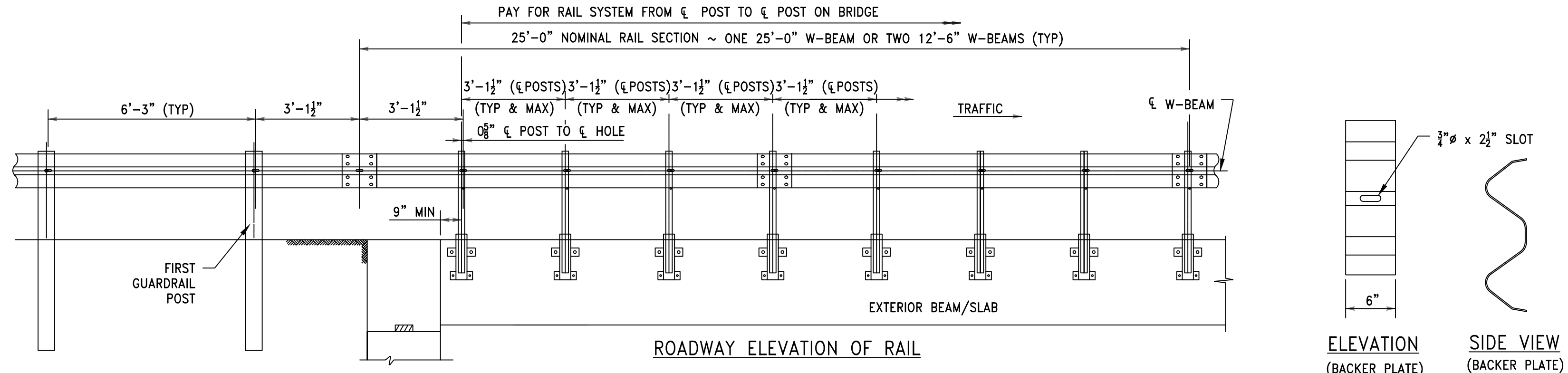
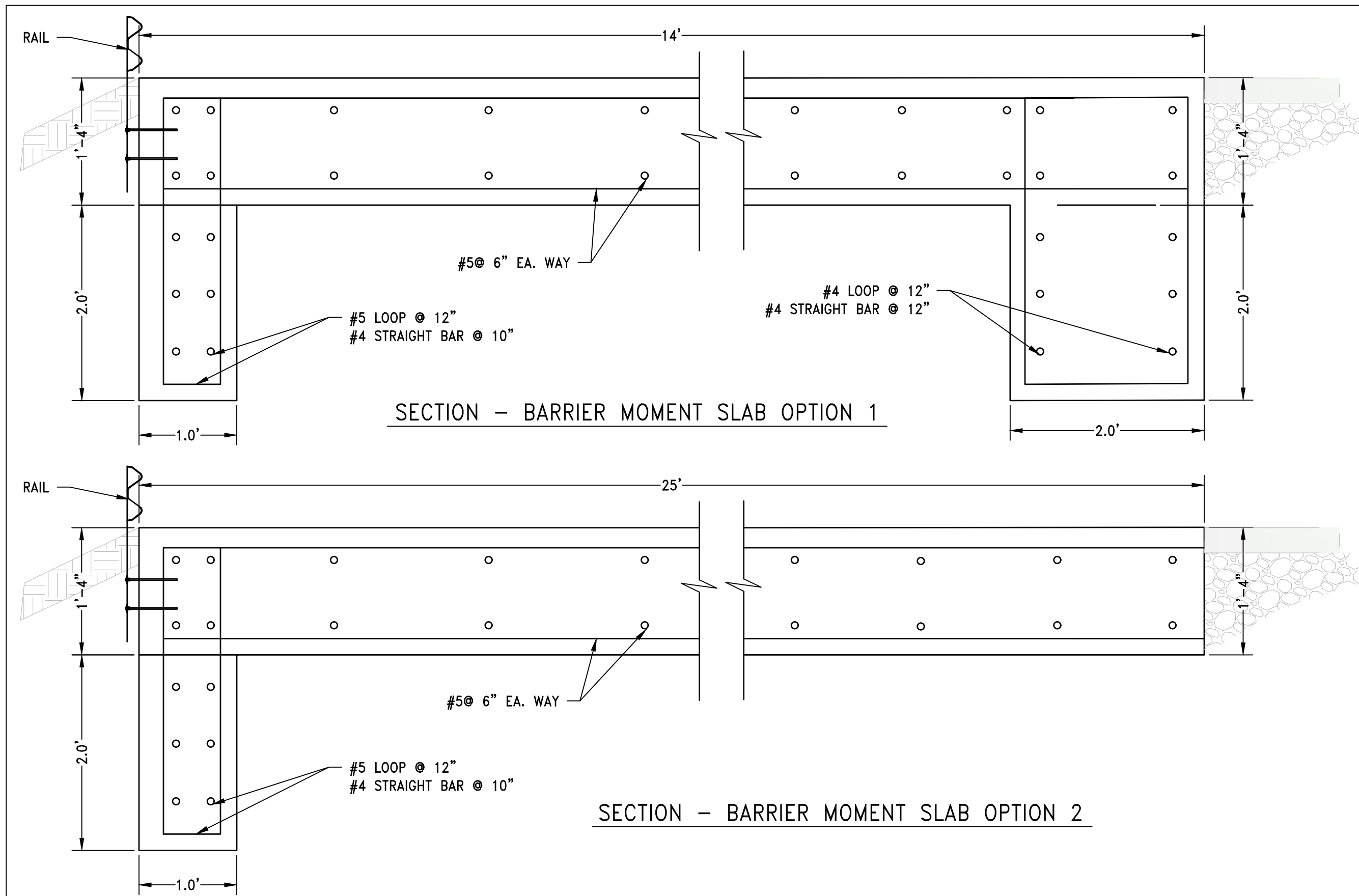
1 IN-LINE END TREATMENT 8" BLOCKS
D9 SCALE: N.T.S.

 Big Spring, TX Phone: 432-263-2435 or Phone: 330-346-0721	MSKT-SP-MGS Terminal (8" Blocks) Test Level 3		Sheet: 1
	Drawing Name: MSKT-SP-MGS8		Date: 05/20/17
	Scale: None		By: JRR
			Rev: M



90 PERCENT SUBMITTAL
DATE: 2/22/2023

BY	REVISIONS	Date	No.	EASTERN SIERRA ENGINEERING CIVIL ENGINEERING & CONSTRUCTION SERVICES 140 WHITNEY ALLEY BISHOP, CA 93514 MAIN: (442) 228-5049 FAX: (775) 828-7221						CA
DETAILS - MSKT-SP-MGS TERMINAL 8" BLOCKS INYO COUNTY UNION VALLEY GUARDRAIL										
TITLE: PROJECT: INYO COUNTY										
SHEET No. D9 OF 42										



NOTE A: USE TYPE D OR E JOINT PER RC-27M. USE SAME JOINT AS PROVIDED IN PAVEMENT.
 NOTE B: PROVIDE OPEN JOINTS IN BARRIER AT SAME LOCATIONS AS THOSE PROVIDED FOR THE MOMENT SLAB.

NOTES:
 1. PLACE A TUBE FROM A MANUFACTURER LISTED IN BULLETIN 15 OVER THE LUBRICATED END OF ALL DOWEL BARS USED IN TYPE E JOINTS AND PROVIDE A MINIMUM 1" CLEARANCE POCKET ASSURED BY MEANS OF A POSITIVE SPACING DEVICE.
 2. CUT EXPANSION JOINT FILLER MATERIAL TO CONFORM TO THE CROSS SECTION OF THE PAVEMENT AND FURNISH IN STRIPS EQUAL TO THE WIDTH OF THE PAVEMENT SLAB. MAKE THE TOP SURFACE SMOOTH AND HAVE HOLES PUNCHED FOR THE DOWEL BARS. PROVIDE A SNUG FIT WITHOUT LOSS IN THICKNESS OF THE MATERIAL.
 3. USE MINIMUM 1/2" X 18" LONG DOWEL BARS FOR PAVEMENT DEPTHS 10" OR LESS AND MINIMUM 1/2" X 18" LONG DOWEL BARS HAVING EQUIVALENT PROPERTIES TO CONVENTIONAL ROUND DOWEL BARS MAY BE USED. COATED DOWEL BARS TO BE EITHER GRADE 40 OR GRADE 60.
 4. PLACE DOWEL BARS PARALLEL TO THE CENTERLINE AND SURFACE OF THE SLAB.
 5. MAKE THE TOP OF THE JOINT SEALING MATERIAL FROM 1/8" TO 1/4" BELOW THE SURFACE OF THE PAVEMENT. USE HEAT RESISTANT JOINT BACKING MATERIAL FOR THE HOT POURED JOINTS.

NOTE: FABRICATOR MAY ELECT TO PROVIDE A 3/8" ASTM A563A HEAVY HEX SLEEVE NUT WITH A MINIMUM LENGTH OF 2 1/2" AND MINIMUM 1 1/2" ACROSS THE FLATS ALONG WITH THREADED ROD AND THE ANCHOR ROD. MAINTAIN 12" MINIMUM EMBEDMENT WITH THE 3/8" ANCHOR ROD BEHIND THE SLEEVE NUT. THE FABRICATOR MAY ELECT TO PROVIDE A 3/8" FERRULE INSERT FOR THE BOTTOM ANCHORS WITH A MINIMUM LENGTH OF 2 1/2" AND A SAFE WORKING LOAD OF 2000 LBS IN TENSION AND SHEAR ALONG WITH THE THREADED ROD. ALTERNATIVELY, THE BOTTOM ANCHORS MAY ALSO BE SUPPLIED WITH A 3/8" ASTM A563A HEAVY HEX SLEEVE NUT WITH A MINIMUM LENGTH OF 1 1/2" AND A MINIMUM OF 3/8" ACROSS THE FLATS. MAINTAIN 4 1/2" EMBEDMENT BEHIND THE SLEEVE NUT. ALL COSTS FOR SLEEVE NUTS, THREADED RODS, ANCHOR RODS, ETC ARE INCIDENTAL TO THE PRICE BID FOR THE RAILING SYSTEM SIDE MOUNTED MGS.

MATERIAL NOTES:
 ALL COMPONENTS MUST BE SUPPLIED GALVANIZED INCLUDING FASTENERS, ANCHOR RODS, THREADED RODS, ETC. GALVANIZE ALL STEEL COMPONENTS AFTER FABRICATION IN ACCORDANCE WITH ASTM A123.

GENERAL NOTES:
 THIS RAILING HAS BEEN SUCCESSFULLY EVALUATED BY FULL SCALE CRASH TEST TO MEET MASH TL-3 CRITERIA. THIS RAILING CAN BE USED FOR SPEEDS 45 MPH AND GREATER.
 THIS RAIL IS DESIGNED TO DEFLECT APPROXIMATELY 4'-0" - 4'-6" AS IT CONTAINS AND REDIRECTS THE ERRANT VEHICLE. THIS RAIL MAY NOT BE INSTALLED ON TOP OF OR BEHIND CURBS THAT PROJECT ABOVE FINISHED GRADE, ON BRIDGES WITH EXPANSION JOINTS PROVIDING MORE THAN 5" OF MOVEMENT, ON RETAINING WALLS, OR ON GRADE SEPARATIONS AND INTERCHANGES.
 REPAIRS TO IMPACT-DAMAGED POST AND MOUNTING BRACKET UNIT ARE NOT PERMITTED. REPLACE ALL IMPACT-DAMAGED POSTS WITH A NEW POST. IF MOUNTING BRACKET IS VISIBLY DAMAGED, REPLACE THE BRACKET WITH A NEW ONE AS WELL.

1 D10 GUARDRAIL WITH MOMENT SLAB
 SCALE: N.T.S.



90 PERCENT SUBMITTAL
 DATE: 2/22/2023

BY	APPD				
REVISIONS					
No.	Date				
1					
2					
3					
4					
5					

TITLE: DETAILS - GUARDRAIL, MOMENT SLAB
 PROJECT: INYO COUNTY UNION VALLEY GUARDRAIL
 INYO COUNTY
 EASTERN SIERRA ENGINEERING
 CIVIL ENGINEERING & CONSTRUCTION SERVICES
 MAIN: (442) 226-5049
 FAX: (775) 828-7221
 140 WHITNEY ALLEY
 BISHOP, CA 93514
 2/22/2023
 Designed:
 Drawn By:
 Approved By:
 Job No: 21350
 Scale: AS SHOWN
 Date: 2/22/2023
 SHEET No.
 D10 OF 42



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3802

Authorization to Submit the USDOJ Patrick Leahy Bulletproof Vest Program Application for 2023 Sheriff

NO ACTION REQUIRED

ITEM SUBMITTED BY

Office of the Sheriff

ITEM PRESENTED BY

Tim Bachman, Lieutenant

RECOMMENDED ACTION:

Authorize the submittal of the U.S. Department of Justice Patrick Leahy Bulletproof Vest Program application for 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998, is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. The purpose of the BVP Program is to reimburse states, counties, federally recognized tribes, cities, and local jurisdictions up to 50% of the cost of body armor vests purchased for law enforcement officers.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	022700
Budgeted?	Yes	Object Code	4555/5112
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
None			
Future Fiscal Year Impacts			
Reduced impact on the general fund during the funding cycle			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to deny this request. The staff does not recommend this action. If awarded, the grant will minimize the impact on the general fund.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. 2023 Bullet Proof Vest Program Application Notice

APPROVALS:

Riannah Reade	Created/Initiated - 5/15/2023
Darcy Ellis	Approved - 5/17/2023
Riannah Reade	Approved - 5/17/2023
John Vallejo	Approved - 5/17/2023
Amy Shepherd	Approved - 5/17/2023
Nate Greenberg	Approved - 6/1/2023
Stephanie Rennie	Final Approval - 6/1/2023

From: BVP Email Account <ojp@public.govdelivery.com>
Sent: Thursday, April 27, 2023 7:03 AM
To: Nathaniel Derr <nderr@inyocounty.us>
Subject: Bulletproof Vest Partnership (BVP) – FY 2023 Application Announcement

You don't often get email from ojp@public.govdelivery.com. [Learn why this is important](#)

Dear BVP Participant:

The [Bureau of Justice Assistance \(BJA\)](#) is pleased to announce that the Fiscal Year (FY) 2023 [Patrick Leahy Bulletproof Vest Partnership \(BVP\) Program](#) application period is now open, beginning today, Thursday April 27, 2023. All applications must be submitted online at [Patrick Leahy Bulletproof Vest Partnership: Login \(usdoj.gov\)](#) by **6:00 pm eastern time on Monday, June 26, 2023**.

The purpose of the BVP Program is to reimburse states, units of local government, and federally recognized Indian tribes, i.e., jurisdictions, for up to 50 percent of the cost of body armor vests purchased for law enforcement officers. Please see the new [BVP Fact Sheet](#) for detailed information on the BVP Program. In addition, updated BVP Frequently Asked Questions (FAQs) can be found at <https://www.ojp.gov/program/bulletproof-vest-partnership/faqs>, and detailed guides and training materials for the BVP application process and the payment request process can be found at <https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources#hf3a1a>.

FY 2023 BVP Program and Application Requirement Highlights

Detailed information can be found in the [BVP FAQs](#).

- **Eligibility:** States, units of local government, and federally recognized Indian tribes, i.e., jurisdictions, that employ eligible law enforcement officers are eligible to apply for BVP funds. Multiple law enforcement agencies (LEAs) within the same jurisdiction must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA. This includes colleges and universities. All public colleges and universities are considered LEAs under their respective jurisdiction.
- **Body Armor Vest Requirements:** Body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program \(CTP\)](#) and found to comply with the most current NIJ body armor standards, appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application. Detailed information on the mandatory wear requirement can be found in the [Mandatory Wear FAQs](#).

- **NEW DIAMD Registration Requirement:** The first step to obtain access to the BVP system is onboarding to OJP's Digital Identity and Access Management Directory (DIAMD), which replaced the former BVP access control system in January 2023. DIAMD is a modern single-sign-on gateway service with multi-factor authentication. If you are an OJP grant program applicant or recipient, you may already have an account registration with DIAMD, and your BVP user account will be added to the OJP systems you access through DIAMD. Please see the BVP login page for details: <https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. Detailed instructions can be found at <https://justicegrants.usdoj.gov/noindex/general-entity-user-experience.pdf> and in the [BVP FAQs](#).

- **System for Award Management (SAM) Registration Requirement:** An active registration in the System for Award Management (SAM) required to receive funds. Jurisdictions not registered with SAM are strongly encouraged to access the SAM website at <https://www.sam.gov/SAM/> as soon as possible in order to obtain information on and complete the online SAM registration process. Applicants should ensure that current bank routing and bank account information is included in the SAM.gov profile, as the banking information in the SAM at the time of application will be used to transfer reimbursement funds to your jurisdiction. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit <https://sam.gov/content/help>. The SAM Helpdesk can be reached at (866) 606-8220.

- **Items to Review:** To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2023 BVP funds:
 - Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)
 - Ensure that the application accurately reflects the current market cost for the vests identified on the application.
 - Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum award allowable based on the appropriation and distribution guidelines.

For questions regarding this email or for assistance with the online application process, please do not hesitate to call the BVP Help Desk at 1-877-758-3787, or email vests@usdoj.gov.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: [VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance \(ojp.gov\)](#). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: [BJA VALOR INITIATIVE \(ojp.gov\)](#).

Sincerely,

The BVP Program Team

Bureau of Justice Assistance

<https://www.ojp.gov/program/bulletproof-vest-partnership>



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3739

Resolution Adopting List of Projects for Fiscal Year 2023-24 Funded by Road Maintenance and Rehabilitation Account (SB-1)

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

- A) Approve proposed Resolution No. 2023-19, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Identifying Projects to be Funded by Road Maintenance and Rehabilitation Funds Pursuant to SB 1: The Road Repair and Accountability Act," and authorize the Chairperson to sign;
- B) Approve the recommended project lists attached to satisfy the documentation requirements to receive SB1, Road Repair and Accountability Act of 2017 funding from the Road Maintenance and Rehabilitation Account (RMRA); and
- C) Authorize the Public Works Department to apply for and submit all required documentation to receive the Inyo County allotment of SB 1, Road Repair and Accountability Act of 2017 funding and authorize the Public Works Director, or his designee, to sign for the RMRA funding and all associated supporting documents.

BACKGROUND / SUMMARY / JUSTIFICATION:

On April 28, 2017, the Governor signed Senate Bill (SB) 1, to address basic road maintenance, rehabilitation and critical safety needs on both the State highway and local streets and roads. An overview and details of the Senate Bill were outlined at the Board meeting of May 9, 2017. To recap, SB 1, or The Road Repair and Accountability Act of 2017, will increase the per gallon fuel excise taxes; increase the diesel fuel sales tax; increase vehicle registration fees; and provides inflationary adjustments to tax rates in future years. The collected revenue is to be placed in the State Road Maintenance and Rehabilitation Account (RMRA) for allocation. State law requires counties and cities to establish eligibility for SB 1 Road Maintenance and Rehabilitation Account (RMRA) funding on an annual basis by submitting a list of proposed projects to the California Transportation Commission (CTC). Project lists do not have to be adopted within a county or city budget for FY 2018-2019 and into the future, but project lists do have to be adopted by resolution at a regular public meeting.

Projects that are proposed do not need to be completed in that fiscal year, and can be amended or continued in subsequent project proposals. Public Works is bringing a resolution and project lists for the 2023-24 SB1 funding cycle as required in the SB1, Road Repair and Accountability Act of 2017 legislation to be eligible for Road Maintenance and Rehabilitation Account (RMRA) funding. The

requested projects in this SB1 funding cycle will include a continuation of any previously approved projects,

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	Yes (salaries and contractors for specific projects)	Object Code	ALL
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
None			
Future Fiscal Year Impacts			
None			
Additional Information			

None

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve the resolution and project lists; however, this is not recommended as the County would not be entitled to the SB1 funding. The addition of this funding will allow for continuing improvements to the County's road infrastructure and provide safer roads for the traveling public.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. FY 23-24 Road Maintenance and Rehabilitation Account Resolution

APPROVALS:

Greg Waters	Created/Initiated - 5/1/2023
Darcy Ellis	Approved - 5/2/2023
Greg Waters	Approved - 5/15/2023
Breanne Nelums	Approved - 5/15/2023
Michael Errante	Approved - 5/17/2023
John Vallejo	Approved - 5/17/2023
Amy Shepherd	Approved - 5/17/2023
Nate Greenberg	Final Approval - 5/31/2023

RESOLUTION NO. _____

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Inyo County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, Inyo County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, Inyo County, will receive an estimated \$3,961,386 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

WHEREAS, this is the 7th year in which Inyo County is receiving SB 1 funding and will enable Inyo County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, Inyo County has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, Inyo County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help Inyo County maintain and rehabilitate dozens of the 530 streets/roads, and several of the 50 bridges, add active transportation infrastructure throughout the County this year and several types of similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that Inyo County's streets and roads are in an "excellent/good/at-risk/poor" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "excellent/good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets

infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of Inyo County, State of California, as follows:

- 1. The foregoing recitals are true and correct.
- 2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues:

- Project #28 – Short-Span Bridge Repair, Rehab, or Replacement Projects (Span less than 20')
- Project #29 – BPMP (Bridge Preventative Maintenance Projects - Span 20' and over)
- Project #30 – Horseshoe Meadows Road Slide Repair Project
- Project #31 – Sugarloaf Road Grader Overlay
- Project #32 – Watterson Road Grader Overlay
- Project #33 – Substation Road Grader Overlay
- Project #34 – China Ranch Road Grader Overlay
- Project #35 – Bob White Road Grader Overlay
- Project #36 – Stateline Road FLAP Full Reconstruction Project
- Project #37 – Collins Road Bridge Reconstruction
- Project #38 – Poleta Road Bridge (City of Bishop Cost Sharing)
- Project #39 – Silver Canyon Road Bridge Rehabilitation
- Project #40 – Independence Town Roads Slurry Seal
- Project #41 – Emigrant Pass Old Spanish Trail HSIP Grant
- Project #42 - Buttermilk Road Rehabilitation
- Project #43 – Storm & Snowmelt Runoff Road Rehabilitation
- Project #44 – Climate Resiliency – Armoring and Repair
- Project #45– Lone Pine Road Yard Construction Project

[Project detail for each newly proposed project can be found in Attachment A]

- 3. The following previously proposed and adopted projects may also utilize Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the County is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

- Project #10 – North Round Valley Bridge Replacement, Birchim Lane Improvement; State matching funds requirement
- Project #13 – Crack Fill, Patching, Restriping, Overlay, Guardrails, and Culverts, As Required (Revised for FY 23/24)
- Project #14 – Warm Springs Road Grader Overlay
- Project #15 – Death Valley Road Chip Seal

- Project #16 – Trona Wildrose Road Chip Seal
- Project #17 – Panamint Valley Road Paver Overlay
- Project #18 – Old Spanish Trail Road Grader Overlay
- Project #21 – Lasky Lane Drainage Remediation
- Project #22 – Micro Fiber Slurry Seal (Revised, roads added)
- Project #23 - Guardrail Replacement and Modernization (Revised, roads added)
- Project #24 - Trona Wildrose Reconstruction
- Project #25 - Lone Pine Town Streets Asphalt Resurfacing Project
- Project #26 - Lone Pine Sidewalks and ADA Improvement Project
- Project #27 – Various Roads Fog Coat Project (Revised, roads added)

[Project detail for each relisted project can be found in Attachment A]

PASSED AND ADOPTED by the Board of Supervisors of Inyo County, State of California
this _____ day of _____, 2023, by the following vote:

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1 Projects

Project #28

Short Span Bridge (20' and under) Project

TR#18-002

Description:

Repair, rehabilitation, or replacement of all short span bridges 20' and under including the associated bridge rails.

Locations:

Mumy Lane 1
Mumy Lane 2
South Brockman Lane
Sunland Drive
Poleta Road
Whitney Portal Road - Canal
Whitney Portal Road - Turnout
Whitney Portal Road - Hairpin
Reata road
East Warm Springs Road -1st Bridge off US Hwy 395
East Warm Springs Road - 2nd Bridge off US Hwy 395
East Warm Springs Road - 4th Bridge off US Hwy 395
Dixon Lane East of Saniger at Canal
Five Bridges Road at Owens River
Eastside Road, Just North of Redding Canyon
Sabrina Bridge Below New Construction
Sabrina Bridge Above New Construction
Five Bridges Road West of Granite 1st Bridge
Five Bridges Road West of Granite 2nd Bridge
East Warm Springs Road - 3rd Bridge off US Hwy 395
Collins Road Bridge over Big Pine Canal

Estimated useful life:

The estimated useful life of these repairs is 30 years

Anticipated construction date:

July 2023 through June 2027

Costs for this project are estimated to be:

\$750,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1 Projects

Project #29

BPMP (Bridge Preventative Maintenance Projects)

TR#18-002

Description:

The scope-of-work involves all bridges 20' and over that are inspected periodically by Caltrans Bridge Engineers for the Inyo County Public Works. Several of the bridges need concrete patch work and the application of epoxy coating to the traffic surface.

Locations (initial listing):

48C0005 Mazourka Canyon Road
48C0009 Whitney Portal Road
48C0010 Old Sherwin Grade Road
48C0012 E Bishop Creek Road
48C0014 Whitney Portal Road
48C0015 Glacier Lodge Road
48C0016 Glacier Lodge Road
48C0023 Old Sherwin Road
48C0024 Lubken Canyon Road
48C0032 Bell Access Road
48C0035 Cottonwood Powerplant Road
48C0036 Cottonwood Road
48C0037 Ash Creek Road
48C0038 Fall Road
48C0041 Pine Creek Road
48C0043 Dixon Lane
48C0045 Manzanar Reward Road
48C0047 Five Bridges Road

Estimated useful life:

The estimated useful life of this 10 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$200,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1
Projects

Project #30

Horseshoe Meadows Road Slide Repair Project

TR#18-002

Description:

One lane of the Horseshoe Meadows Road was lost due to erosion over the years, at a location near the top of the switchbacks climbing the face of the mountain. The plan is to design and pour a reinforced cantilevered roadway to replace the lost road width.

Locations:

Horseshow Meadows Road

Estimated useful life:

The estimated useful life of this treatment is 50 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$1,000,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1
Projects

Project #31

Sugarloaf Road Overlay Project

TR#18-002

Description:

This project involves the overlay of approximately 1 mile of Sugarloaf Road with Cold Mix Asphalt (CMA).

Locations:

Sugarloaf Road West of Big Pine

Estimated useful life:

The estimated useful life of this treatment is 10 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$250,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1
Projects

Project # 32

Watterson Road Overlay Project

TR#18-002

Description:

Apply cold mix asphalt overlay to approximately .3 miles of road surface

Locations:

Watterson Road off Barlow Lane in West Bishop

Estimated useful life:

The estimated useful life of this treatment is 10 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$80,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1
Projects

Project #33

Substation Road Overlay Project

TR#18-002

Description:

Apply cold mix asphalt to 1.67 miles of Substation Road

Locations:

Substation Road near Lone Pine, CA

Estimated useful life:

The estimated useful life of this treatment is 10 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$400,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1
Projects

Project #34

China Ranch Road Overlay Project

TR#18-002

Description:

Apply Cold Mix Overlay to 1 mile of China Ranch Road

Locations:

China Ranch Road, off Furnace Creek Road in Tecopa

Estimated useful life:

The estimated useful life of this treatment is 10 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$250,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1
Projects

Project #35

Bob White Road Overlay Project

TR#18-002

Description:

Apply Cold Mix Asphalt overlay to .66 miles of Bob White Road in Tecopa

Locations:

Tecopa, CA

Estimated useful life:

The estimated useful life of this treatment is 10 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$170,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1 Projects

Project #36

State Line Road FLAP Grant Reconstruction Project

TR#18-002

Description:

The scope of this project includes rehabilitation and widening of 5.21 miles of State Line Road from Death Valley Junction to the State Line of Nevada. State Line Road will be widened to 28-feet. This includes two 12-foot-wide travel lanes and two 2-foot-wide paved shoulders along with grading, drainage structures, full depth reclamation, placement of crushed aggregate base and asphalt pavement, signage, striping, and any other safety-related features.

Locations:

State Line Road from Death Valley Junction to the Nevada State Line

Estimated useful life:

The estimated useful life of this treatment is 30 years

Anticipated construction date:

July 2023 through June 2028

Costs for this project are estimated to be:

\$17,167,000 Total Estimated Project Costs

\$15,400,000 FLAP (Federal Land Access Program) Grant

\$1,767,000 Inyo County Match Requirement, of which \$160,000 has been paid from RMRA Funds to initiate the FLAP Grant

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1 Projects

Project #37

Collins Road Bridge Reconstruction Project

TR#18-002

Description:

The Collins Road Bridge over the Big Pine Canal was damaged during the winter of 22/23 storm cycle. After the last storm in March 2023 the West Abutment wall was leaning significantly due to scouring under the abutment footing. The Inyo County Engineer determined that the bridge was damaged beyond repair and authorized LADWP to remove the failed structure before it collapsed into the waterway. The current plan is to order precast box culverts and install them as soon as the water flows drop in the Fall months.

Locations:

Collins Road Bridge over Big Pine Canal

Estimated useful life:

The estimated useful life of this treatment is 50 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$250,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1
Projects

Project #38

Poleta Road Bridge Project

TR#18-002

Description:

The Poleta Road Bridge is located on the boundary between the City of Bishop and Inyo County. City of Bishop is planning to reconstruct the bridge but has requested that Inyo County contribute an appropriate amount of funding based on the percentage of bridge structure within the Inyo County ROW (Right-of-Way)

Locations:

East line Street at the boundary between City of Bishop and Inyo County

Estimated useful life:

The estimated useful life of this treatment is 50 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

The entire project is intended to be STIP funded, but Inyo County Public Works is programming in contingency funding \$50,000 from RMRA (SB-1) Funds.

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1
Projects

Project #39

Silver Canyon Road Bridge Rehabilitation Project

TR#18-002

Description:

The Silverado Canyon Road Bridge is requiring rehabilitation to bring it up to current standards.

Locations:

The Silverado Canyon Road Bridge is located near Laws, CA

Estimated useful life:

The estimated useful life of this treatment is 30 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$75,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1
Projects

Project #40

Independence Town Roads Slurry Seal Project

TR#18-002

Description:

The Independence Town Roads Slurry Seal Project is intended to apply a Micro Fiber Slurry Seal to all paved roads and alleyways in the Town of Independence. The Inyo County Road Crews will prepare the surface with crack filler and the slurry seal will be applied by a contractor.

Locations:

All roads in Independence, CA

Estimated useful life:

The estimated useful life of this treatment is 5 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$700,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1 Projects

Project #41

Emigrant Pass Old Spanish Trail HSIP Grant Project

TR#18-002

Description:

The Local Transportation Commission (ICLTC) on behalf of the Road Department prepared a successful grant application for the Federal Highway Safety Improvement Program (HSIP) grant (attached) to apply high friction surface treatment, install chevron signs at five curves, and one flashing beacon for westbound traffic prior to the first curve. The grant approved a \$209,600 project cost request with a 10% match of \$20,960.

Locations:

Emigrant pass, Old Spanish Trail

Estimated useful life:

The estimated useful life of this treatment is 10 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

Total project costs \$230,560

HSIP Grant \$209,600

Inyo County match funding \$20,960 from RMRA funds

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1 Projects

Project #42

Buttermilk Road Rehabilitation Project

TR#18-002

Description:

Buttermilk Road is a non-paved road that provides access to locals and visitors alike to the Buttermilk Mountain Climbing Area. The road was severely damaged during the floods that resulted from the atmospheric rivers of FY 22/23. The road needs to be filled and graded to make it driveable again.

Locations:

Buttermilk Road is access from CA 168 west of Bishop, CA near Starlite Road.

Estimated useful life:

The estimated useful life of this treatment is 5 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$200,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1 Projects

Project #43

Storm & Snowmelt Runoff Road Rehabilitation Project

TR#18-002

Description:

Several roads in Inyo County were heavily damaged as a result of the 2022-2023 storm cycle when back-to-back atmospheric rivers resulted in severe erosion of both paved areas and shoulders within the right-of-way. Additionally, the snow pack in the southern High Sierras is currently at 442% as of May 12th, 2023. This snow pack will eventually result in more flooding and damage to roads and bridges as ambient nighttime temperatures stay above 32 degrees.

Scope-of-Work

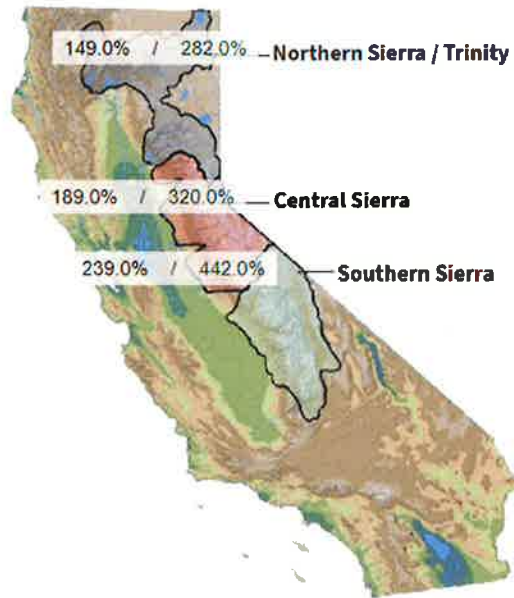
The work to be performed under this project involves the importation of structural fill material to be placed and compacted in the areas where erosion took place within the right-of-way. It also involves the removal of damaged asphalt paving, the restoration of the Type II Class B base material, and the replacement of any asphalt paving that was lost as a result of the erosion. Also included in this work is the replacement of damaged or undersize culverts and headwalls or flares, painting of striping and pavement markings, signage, placement of rock slope protection, and other armoring to prevent similar damage in the future.

Snow Water Equivalents (inches)

Provided by the California Cooperative Snow Surveys

Data For: 12-May-2023

% Apr 1 Avg. / % Normal for this Date



Change Date :

Locations:

The road damage is distributed county-wide, but the roads with the greatest damage to date are Whitney Portal Road and Old Sherwin Grade Road. We are currently assessing all of the roads in Inyo County to arrive at a more concise damage estimate.

Estimated useful life:

The estimated useful life of this treatment is 5 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$200,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1 Projects

Project #44

Climate Resiliency – Armoring and Repair Project

TR#18-002

Description:

This project is intended to provide funds to armor and repair roads as necessary to minimize damage from the effects of the FY 22/23 storm cycle, as well as anticipated snow melt runoff, including the installation of culverts and headwalls, installation of rock slope protection, and other improvements to prevent similar damage in the future.

Locations:

Affected roads are distributed throughout Inyo County, but the roads that are currently candidates for this work are Whitney Portal Road, Old Sherwin Grade Road, Buttermilk Road, Five Bridges Road, South Lake Road, Manzanar Reward Road, Onion Valley Road, Glacier Lodge Road, and Horseshoe Meadows Road.

Estimated useful life:

The estimated useful life of this treatment is 10 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$200,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1
Projects

Project #45

Lone Pine Road Yard Construction Project

TR#18-002

Description:

This project involves the construction of a new road yard maintenance building in Lone Pine, CA.

Locations:

Lone Pine, CA

Estimated useful life:

The estimated useful life of this treatment is 50 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$500,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2023/2024

SB 1 Projects

Project #10

North Round Valley Bridge Replacement, Birchim Lane Improvement; State matching funds requirement

Description;

In 2017, a storm system destroyed a County bridge located in North Round Valley Road #1003, a County Road. This bridge was on the primary access route for the community of 40 Acres, located at the North end of the paved section of North Round Valley Road, approximately one mile north of the bridge. This bridge replacement qualified for State of California OES disaster funds at 75% reimbursement of project costs, incident #2017-11; 3602 (attached). Also included in this incident is the repair and stabilization of Birchim Lane #1006, a County Road. Birchim Lane is a secondary primitive road that allows access to the effected community, and has now become the primary access to the community of 40 Acres. Birchim Lane has also qualified under the OES Disaster incident and is eligible for the 75% reimbursement of project cost from the State of California. Environmental and bridge design are currently underway for the North Round Valley Bridge, as well as design and repair of Birchim Lane. The Office of Emergency Services has approved the Engineers estimate of \$3,400,000 for the North Round Valley Bridge Replacement, as well as \$600,000 for the Birchim Lane repair and stabilization. It is anticipated that the State of California OES will fund \$3,000,000; Inyo County will provide the 25% contribution of \$1,000,000 with SB1 funds. Due to the anticipated three to four year construction schedule, it is anticipated that the County contribution will be divided over the FY2020-2021, FY2021-2022, FY2022-2023 and FY 2023-2024 SB1 funding cycles, at \$250,000 each cycle.

Locations;

North Round Valley Road, with the damaged bridge, and Birchim Lane, that intersects North Round Valley Road, is located in Inyo County, 15 miles North West of Bishop.

Estimated useful life;

Useful life is 50 years

Anticipated construction date;

Pre-Con Schedule 7/1/2020 through 6/30/2021 Construction Schedule 7/1/2021 through 06/30/2024

Costs for this project are estimated to be;

25% County contribution requirement; \$1,000,000, (Anticipate dividing between FY2020-2021, FY2021-2022, FY2022-2023, and FY 2023-2024 SB1 cycles.



3602

STATE DISASTER NUMBER: **2017-11** FEDERAL DISASTER #: N/A
 STATE APPLICANT ID NUMBER: 027-00000 FEDERAL PA ID #: NA
 STATE INCIDENT PERIOD: 03/01/17 to 07/30/17
 TYPE OF DISASTER: Governor's Proclamation or Director's Concurrence
 Earthquake or Flood/Winter Storm or Fire
 Other (Please Specify Type): **Snow Melt**
 TYPE OF CDAASR: Emergency Work or Permanent Work
 CATEGORY C ROAD SYSTEMS AND BRIDGES
 SUPPLEMENT TO CDAASR #:

SUBGRANTEE NAME: **Inyo County**

FACILITY/SITE ADDRESS OR DIRECTIONS (Include City, County of Site):

North Round Valley Road-Pine Creek Bridge. Round Valley CA, Inyo County

COUNTY:

Inyo

DESCRIBE DISASTER RELATED DAMAGE TO THE FACILITY/SITE:

Excessive amounts of snow caused by the January-February 2017 Storms Disaster and a rain event in the mountains, produced extraordinary high flows in Pine Creek resulting in severe erosion to the south bank and bridge failure. Pine Creek flows scoured away approximately 50 feet of embankment and roadway south of the southern bridge abutment. Scouring beneath the footing of the southern abutment compromised the integrity of the bridge structure resulting in settling of the southern abutment and pulling the bridge deck away from the north abutment.

SCOPE OF WORK:

Work to Be Completed:

Permanent restoration will include removing damaged bridge structure and debris from the Pine Creek channel. Constructing a new 75' by 35' Reinforced Concrete Box Girder Bridge with abutments, constructing approach slabs, roadwork and guard railing, installing and placing rip rap for slope and scour protection. Traffic has been detoured to Birchim Lane as an alternate route until the bridge can be constructed (duration of 2-4 years). Birchim Lane will require work/maintenance to safely address the increased volume of traffic for this duration. Preliminary Engineering and Construction Engineering will include bridge design, surveying, geotechnical studies, hydraulic studies, environmental and archaeological clearances, material testing, coordination with various regulatory agencies, construction management and project documentation.

Is this Facility Eligible for Federal Funds?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKN	Federal DSR/PW Number:	N/A
Federal Program:		<input type="checkbox"/> FEMA <input type="checkbox"/> BRES <input type="checkbox"/> THWA <input type="checkbox"/> USACE <input type="checkbox"/> OTHER	Federal DSR/PW \$ Amount:	N/A
Is this an Historic Structure?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKN	On National Register?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKN
Significant Effect on Environment?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKN	Is Project Cat-X or Stat-X?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKN
Is there Insurance for Damages?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKN	Insurance Recovery:	\$ 0
Work done by Force Account Labor?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKN	Ins. Deductible	\$ 0
Work done by Force Account Labor?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKN	Percentage of Work Completed at Inspection:	10%
Total Eligible Labor, Equipment, Materials and Contract costs from Cost Worksheet:		TOTAL COSTS:		\$2,730,670.00
OES Applicant Services Rep. Name	OES ASR Signature	Date of Site Inspection:	1/25/2018	
Marcia Burchiel	<i>UNAVAILABLE</i>	Date of DSR Submission to AC:	1/25/2018	
Name of Local Representative	Representative's Signature	Recommend Eligible?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Kelley Williams	Concur by Phone	Concur with Scope of Work?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
		Contact Telephone Number:	(760) 878-0292	
Name of Reviewer/Manager	Reviewer/Manager Signature	Date Reviewed:	01/25/18	
Peter Crase	<i>P Crase 1/29/18</i>	Recommend Eligible?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Public Assistance Officer	PAO Signature	See attachment explaining changes or denial	Approved?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
David Gillings	<i>D Gillings 2/6/18</i>		Amount \$:	2,730,670.00

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1 Projects

Project #13 (Revised FY 23/24)

Crack Fill, Patching, Restriping, Overlay, Guardrails, and Culvert – As Required

TR#18-002

Description:

Application of rubberized crack fill and pot-hole patching to seal asphalt pavement to prevent water intrusion to the subgrade, protecting the subgrade from erosion and causing pavement failure. Overlay for some roads that are in an advanced state of deterioration, restriping, and guardrail and culvert repairs and/or replacement as necessary. **This project has been revised to provide funding for the purchase, repair, or maintenance of trucks and equipment to accomplish this scope-of-work.**

Locations:

County-wide, the Inyo County Road Route system, where several roads are grouped in areas, or 'zones' will be used for identification of the residential streets, outlying roads, and individual roads receiving the crack fill, patching, restriping, overlay, guardrail, and culverts. Not every road in each route will warrant the application, the routes identified below are both residential and outlying roads, roads within the routes will receive some application, towns and routes are as follows;

- Bishop Area; Routes #1001 through #1006
- Big Bine Area; Routes #2001, through #2004
- Independence Area; Routes #3001 through #3005, and #3008
- Lone Pine Area; Routes #4001 through #4008
- Tecopa/Shoshone Area; Routes #5002 through #5006

Estimated useful life:

Useful life is 10 years

Anticipated construction date:

7/01/2023 through 6/30/2024

Costs for this project are estimated to be:

\$1,500,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2023/2024 SB 1 Projects

Project #14

Warm Springs Road Grader Overlay

TR#18-002

Description:

The Warm Springs Road Grader Overlay includes the prepping, tack coating, and application of a 2" +/- layer of Cold Mix Asphalt (CMA) to 2.3 miles of existing roadway 24' wide. Also included in this scope-of-work is any necessary shoulder backing and ditch clearing/shaping, as well as striping/asphalt markings.

Location:

The location is from US 395 to Eastside

Estimated useful life:

The estimated useful life is 15 years for the CMA overlay

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$900,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2023/2024 SB 1 Projects

Project #15

Death Valley Road Chip Seal

TR#18-002

Description:

The Death Valley Road Chip Seal includes the application of chip sealing to 4 miles of existing roadway 24' wide. Also included in this scope-of-work is the striping/asphalt markings for areas overlaid by the chip seal.

Location:

The location is the road segment from 11.2 miles and 15.2 miles east of US 395 on Hwy 168 out of Big Pine.

Estimated useful life:

The estimated useful life for the chip seal is 5 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$700,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2023/2024 SB 1 Projects

Project #16

Trona Wildrose Road Chip Seal

TR#18-002

Description:

The Trona Wildrose Road Chip Seal includes the chip sealing of 2) 2 mile long segments of roadway 22' wide. Also included in this scope-of-work are the striping/asphalt markings for areas overlaid by the chip seal.

Location/s:

The location of the two road segments are north of the Inyo County Line on the South end

Estimated useful life:

The estimated useful life for the chip seal is 5 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$650,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2023/2024 SB 1 Projects

Project #17

Panamint Valley Road Paver Overlay

TR#18-002

Description:

The Panamint Valley Road project involves performing a paver overlay of intermittent segments of the 14 mile long section of existing roadway 22' wide. Also included in this scope-of-work is the striping/asphalt markings for areas affected by the asphalt overlay.

Location:

The location of the Panamint Valley Road is between Highway 190 and Trona Wildrose Road

Estimated useful life:

The estimated useful life for the overlay is 10 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$500,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2023/2024 SB 1 Projects

Project #18

Old Spanish Trail Road Grader Overlay

TR#18-002

Description:

The Old Spanish Trail Road Grader Overlay involves performing a grader overlay of intermittent segments of the existing roadway 22' wide. Also included in this scope-of-work is the striping/asphalt markings for areas affected by the asphalt overlay.

Location:

The location of the Old Spanish Trail Road is between Highway 127 and the Nevada Border

Estimated useful life:

The estimated useful life for the grader overlay is 10 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$250,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2023/2024 SB 1 Projects

Project #21

Lasky Lane Drainage Remediation

TR#18-002

Description:

The Lasky Lane Drainage Remediation Project involves the application of cold mix overlay to low areas of the existing Lasky Lane roadway to reconfigure drainage patterns to appropriate surface drainage transport mechanisms.

Location:

The location of the Lasky Lane Drainage Remediation area is the section of Lasky Lane just north and west of Lone Pine.

Estimated useful life:

The estimated useful life for the Lasky Lane Drainage Remediation work will be 30+ years.

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$20,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2023/2024 SB 1 Projects

Project #22

Micro Fiber Slurry Seal Various Roads (revised, roads added)

TR#18-002

Description:

The Micro Fiber Slurry Seal Project involves the application of a reinforced slurry seal to various roads within Inyo County road system.

Locations:

Aspendell

2023	COLUMBINE DRIVE
2027	NORTH STREET
2081	ALPINE DRIVE
2086	WHITE PINE ROAD
2087	IRIS DRIVE
2088	CATARACT ROAD
2089	SAGE ROAD
2090	CARDINAL ROAD
2091	BROOK LANE
2093	RESERVOIR ROAD
2098	SIERRA SUMMIT
2099	SUMAC ROAD
2100	MANZANITA ROAD

South Lake Area

2095	HABEGGER LANE
2096	CANYON DRIVE
2097	MOUNT TOM VIEW DRIVE

Big Pine East

3201	POPLAR STREET
3202	CENTER STREET
3203	LOCUST STREET
3204	HOME STREET

Big Pine West

3206	CROCKER AVENUE
3207	CORNELL STREET
3208	DEWEY STREET
3209	CHESTNUT STREET
3210	WALNUT STREET
3211	BLAKE ROAD
3212	WEST STREET

West Bishop

1118	SARAH VIEW
1117	AUDREY LANE
1090	ORINDA DRIVE
1018	VALLEY WEST CIRCLE
1023	SUNRISE DRIVE
1074	LONGVIEW DRIVE
1050	HIGHLAND DRIVE

Round Valley

1003	NORTH ROUND VALLEY ROAD (Pine Creek to Birchim)
1114	HARDY ROAD

Estimated Useful Life:

The estimated useful life for the microfiber slurry seal is five (5) years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$500,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2023/2024 SB 1 Projects

Project #23 (Revised 5-9-23)

Guardrail Replacement and Modernization

TR#18-002

Description:

The guardrail replacement and modernization will be performed at various segments of guardrail within the Inyo County Road system.

Locations:

The guardrails to be replaced and or modernized include initial sections on the follow roads: Mumy Lane, Reata Road, Sunland Drive, Dixon Lane, Whitney Portal Road, Eastside Road, Five Bridges Road, East Warm Springs Road, Sabrina Road, South Brockman Lane, Pine Creek Road, and Onion Valley Road.

Estimated useful life:

The estimated useful life for the guardrail replacement is expected to be twenty (20) years minimum

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$1,000,000 from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2023/2024 SB 1 Projects

Project #24

Trona Wildrose Reconstruction

TR#18-002

Description:

The Trona Wildrose Reconstruction Project will rebuild one (1) mile of Trona Wildrose Road. The road has deteriorated due to base failure.

Location:

One (1) mile of Trona Wildrose Road starting at the Inyo County/San Bernardino County line.

Estimated useful life:

The estimated useful life for the reconstruction of this road is twenty (20) years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$750,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2023/2024 SB 1 Projects

Project #25

Lone Pine Town Streets Asphalt Resurfacing Project

TR#18-002

Description:

The Lone Pine Town Streets Asphalt Resurfacing Project will require the pulverization and paving of several roads with 2.5" of HMA (Hot Mix Asphalt).

Locations:

All proposed roads to be pulverized and paved are within the Town of Lone Pine. Roads slated for this scope of work include East Mountain Street, North and South Brewery Street, North and South Mt. Whitney Drive, East and West Post Street, Tim Holt Street, North and South Lone Pine Avenue, North and South Lake View Street, and East Muir Street. Additionally, bike lanes will be striped on the shoulders in select areas, and three (3) existing ADA ramps in the project area will be upgraded to ADA standards.

Estimated useful life:

The estimated useful life for the reconstruction of this road is twenty (20) years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

Total Project Costs \$1,500,000

Inyo County Match \$220,000 from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2023/2024 SB 1 Projects

Project #26

Lone Pine Sidewalks and ADA Improvement Project

TR#18-002

Description:

The Lone Pine Sidewalks and ADA Improvement Project will require the removal and replacement of several sidewalks in the Town of Lone Pine.

Locations:

All proposed sidewalks to be removed and replaced will be brought up to ADA standards. Potential segments of sidewalks to receive this remediation work include Whitney Portal from Washington to Jackson, Jackson from Whitney Portal to Begole, as well as Locust Street in front of the school.

Estimated useful life:

The estimated useful life for the reconstruction of this road is thirty (30) years minimum

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$100,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2023/2024 SB 1 Projects

Project #27

Various Roads Fog Coat Project

TR#18-002

Description:

The Various Road Fog Coat Project involves the preparation and application of fog seal and associated striping and pavement markings of Rock Creek Road (1001), Fort Independence (3029), Shabbell Lane (3036), Whitney Portal Road West (4018A), and Nine Mile Canyon Road (5040), and Ed Powers Road

Locations:

Rock Creek Road (1001), Fort Independence (3029), Shabbell Lane (3036), Whitney Portal Road West (4018A), and Nine Mile Canyon Road (5040), and Ed Powers Road

Estimated useful life:

The estimated useful life of this treatment is 5 years

Anticipated construction date:

July 2023 through June 2024

Costs for this project are estimated to be:

\$750,000+ from RMRA (SB-1) Funds



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3579

Risk/Safety/ADA Overview County Administrator - Risk Management NO ACTION REQUIRED

ITEM SUBMITTED BY

Aaron Holmberg, Risk Manager

ITEM PRESENTED BY

Aaron Holmberg, Risk Manager

RECOMMENDED ACTION:

Receive a presentation from Risk Manager regarding functions, core services, mission, and projects.

BACKGROUND / SUMMARY / JUSTIFICATION:

The mission of risk management is to understand, manage, and control uncertainty, or "risk", in order to provide and encourage a safe, functional, and fiscally stable environment for our employees, our volunteers, and the community we serve. This is an encompassing task with a broad breath of responsibility. The Risk Manager will present highlights, so there will be no discussion of any specific claim, deductible, or coverage limit during the presentation. There will be a brief discussion on current insurance market conditions and 23/24 premium expectations.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Risk Management serves all departments.

ATTACHMENTS:

1. 2023 Risk-Safety-ADA Overview

APPROVALS:

Darcy Ellis	Created/Initiated - 3/2/2023
Darcy Ellis	Approved - 3/6/2023
Darcy Ellis	Approved - 3/9/2023
Keri Oney	Approved - 3/9/2023
John Vallejo	Approved - 3/9/2023
Amy Shepherd	Approved - 3/9/2023
Nate Greenberg	Final Approval - 6/1/2023

RISK MANAGEMENT EMPLOYEE SAFETY

DISABILITY PROGRAMS & SERVICES 2023 OVERVIEW



Aaron Holmberg

MBA, ARM-ERM, AIS, ADAPT, Cal/OSHA AGIT

Inyo County Risk Manager



MISSION / OBJECTIVE

To understand, manage, and control uncertainty, or "risk", in order to provide and encourage a safe, functional, and fiscally stable environment for our employees, our volunteers, and the community we serve.

Risk Management Approach



Risk Framework



- 1. Identify**
- 2. Analyze**
- 3. Evaluate**
- 4. Treat**
- 5. Monitor**

Risk Process Framework - Treat



1. Identify

2. Analyze

3. Evaluate

4. Treat

5. Monitor

- **Avoid**
 - STOP
 - OUTSOURCE
- **Accept**
 - SELF INSURE
- **Transfer**
 - INSURE ★
 - CONTRACT
- **Reduce**
 - SPECIAL PROGRAM
 - TECH/TRAIN



VISION

It's the "Head on a Swivel" office.



(Image from internet)

We use proactive and reactive approaches to Strategic, Operational, Reporting, Compliance, and Reputational risk in support of every unit to achieve the Risk Mission pragmatically and practically.

RISK MANAGEMENT SERVICES



- Insurance and Coverage*
- 3rd Party Risk Control
- Physical asset risk control
- Special Event / Facility Use
- Loss Prevention/Reduction
- 3rd party damage recovery
- Strategic Risk Assessment & Advice
- Claims Management
- Incident Investigation & Analysis
- Documentation, Record Keeping, Reporting



(Image from internet)

Personnel does
Employee Benefits

“Insurance and Coverage”



- ✓ Workers' Comp.
- ✓ General Liability
- ✓ Auto Liability
- ✓ Prof. Liability
- ✓ Pollution
- ✓ Property
- ✓ Medical Malpractice
- ✓ Cyber Liability
- ✓ Crime / Honesty
- ✓ Airports
- ✓ Boiler/Machinery
- ✓ Watercraft P&I
- ✓ Fine Arts Coverage
- ✓ Special Events
- ✓ Contractual
- ✓ Conditions, Limitations, Exclusions – all the words can matter
- ✓ Ins. Pool Oversight
- ✓ Interface with TPAs, Brokers, Adjusters, Appraisers, Attorneys, Engineers, Surveyors

EMPLOYEE SAFETY SERVICES



- Annual facilities safety audit
- Health and Safety Committee
- Written safety programs
- Safety equipment programs
- Ergonomic assessments
- Promotes continuous safety improvement through entity
- Consultation services regarding equipment, services, procedures
- Compliance audits of certain machinery and equipment
- Online safety training
- In-person safety training
- EOC – Safety and Support



(Image from internet)

“Why Proactive Safety Measures Matter”



- Prevent injuries and illnesses
- Improve compliance
- Reduce costs
- Engage workers
- Enhance social responsibility
- Increase productivity
- Enhance operations
- Improve employee retention
- Manage reputation
- Avoid waste

DISABILITY PROGRAMS & SERVICES



- **Facility ADA Task Force**
- **Inyo ADA Self-Evaluation and Transition Plan**
- **Public and Employee notices**
- **ADA/FEHA supervisors and management training**
- **Interactive early return to work process**
- **Resource to management**



(Image from internet)

Example Wins



Continuous Improvement in Coverage Terms



B. If the **covered party** elects not to appeal a judgment in excess of the self-insured retention, PRISM may elect to do so at its own expense. **If PRISM invokes this section, then it shall be responsible for any additional ultimate net loss incurred thereafter and as a result of the outcome of the case, including with respect to any adverse award of costs on appeal or the outcome of remand proceedings, and regardless of whether the amount of but in no event shall the liability of PRISM for ultimate net loss exceeds the applicable amount specified in the limits of liability section of the Declarations inclusive of all defense fees and costs necessary and incident to such appeal.**

Conditions, Exclusions, and Limitations matter.

Risk knows our coverage documents
and makes sure we follow them.

CY2022 Most Improved In Safety Awards



1/19/2023 Inyo BOS Press Release



22/23 Hired a new position of Safety Coordinator. Big Win for our employees. Will continue to train her in 23/24.

ADA Improvement Thanks



Sent: Friday, May 19, 2023 11:00 AM
To: Aaron Holmberg
Subject: Re: ADA Taskforce - for 5/25/2023

Yes, Our clients have been visiting Millpond and they are very happy with the bathrooms, thank the team for making it happen.

Have a great weekend :)

Continuous Improvement Matters to our community.
We work as a team to coordinate solutions.
Thank you for the Deferred Maintenance and
Maint of Structures funds for making this happen.

2022 – 2023 OBJECTIVES & STATUS



Carrying Forward:

- AED and Employee Medical Services/FAK policies, Vehicle Use Safety Plan, HazCom Plan, Evac Maps that Contractor Didn't Finish
- Contract review efficiency project

Due to Denelle This Week:

- FY 23-24 Budget
 - Direct: 010900, 500902 (spread), 500903 (spread), 500904 (spread)
 - Indirect: Airport, SW, 010600

COMPLETE:

- Updated Multiple Safety Programs
- Multiple facility ADA improvements
- Nominated and elected to Exec Cmte of our Pool by other peer members
- Hired Safety Coordinator
- Propane Tank Compliance Audit
- Railing at AG Shop
- Millpond Lower bathrooms
- Work from Home policy Input
- Annual physical risk & safety audit
- Code update on Crime insurance and Special Event insurance

Inflation's Impact on Insurance Rates (MACRO)



Property



- ✓ TIV increase
- ✓ Cost of labor and material
- ✓ Higher operating costs
- ✓ High demand/Low supply
- ✓ Added pressure from increased Cat exposures

Auto/GL



- ✓ Cost of labor and material
- ✓ Rising defense costs
- ✓ Higher settlement values
- ✓ Nuclear verdicts
- ✓ Higher operating costs
- ✓ Increase in reserves

Professional



- ✓ Rising defense costs
- ✓ Higher settlement values
- ✓ Nuclear verdicts
- ✓ Higher operating costs
- ✓ Increase in reserves

Why I Need \$\$\$ in 5265/5156 & Then Not Spend It?



Nuclear Verdict

any award that is significantly disproportionate to what would be expected.

Social Inflation

the increase in insurance losses caused by legislative, judicial, social and economic, and technical developments.

**+ Frequency
of Severity**

INITIATIVES FOR 23/24



- **Risk Management**

- TIV appraisals (\$15k) with data improvement project
- Auto/ME photo asset record with revised asset loss control
- Close out open property claims

- **Employee Safety**

- FAK program (\$20k)
- Train safety coordinator (\$15k)
- 10 more evacuation maps (\$10k)
- Safety fund (\$30k)

- **Disability Programs & Services**

- Update SETP
- Next-up small projects (\$70k)
- Set-Aside Annex Elevator (\$50k)
- Begin integration of NPA services on WC cases where applicable
- Refine RTW training for supervisors

Initiatives subject to operational priorities

TAKE AWAY: Risk is a Strategic Partner



- ✓ Risk helps reduce or eliminate exposures and financial impacts of losses to the County.
- ✓ Risk reduces the likelihood of unforeseen events in order to improve financial forecasting and ensure continued services for employees and voters like you.

(Image from internet)



Commissioners
Eric Sklar, President
Saint Helena

Erika Zavaleta, Vice President
Santa Cruz

Jacque Hostler-Carmesin, Member
McKinleyville

Samantha Murray, Member
La Jolla

Anthony Williams, Member
Huntington Beach

STATE OF CALIFORNIA
Gavin Newsom, Governor

Fish and Game Commission



*Wildlife Heritage and Conservation
Since 1870*

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MEETING AGENDA June 14-15, 2023

Participate in Person

California Natural Resources Agency Headquarters Building
715 P Street, Auditorium
Sacramento, CA 95814

Participate via Webinar/Teleconference

The meeting will be live streamed; visit <http://www.fgc.ca.gov> the day of the meeting to watch or listen. To provide public comment during the meeting, please join at the in-person location, via Zoom, or by telephone; you may join the webinar directly at <https://us02web.zoom.us/j/81300760652>. For complete instructions on how to join via Zoom or telephone, [click here](#) or visit fgc.ca.gov/meetings/2023.

Pursuant to California Government Code Section 11133, the California Fish and Game Commission is conducting this meeting by webinar/teleconference in addition to the in-person location. Commission members may participate remotely. The public may provide public comment during the public comment periods and otherwise observe remotely, consistent with the Bagley-Keene Open Meeting Act.

Note: See important meeting deadlines and procedures, including written public comment deadlines, starting on page 11. Unless otherwise indicated, the California Department of Fish and Wildlife is identified as Department.

Invitation: The Commission invites members of the public to join commissioners and staff for a field trip currently under development that will take place in conjunction with the meeting. Details will be available in advance of the Commission meeting. Members of the public are welcome to join but must provide their own transportation.

DAY 1 – June 14, 2023, 8:30 AM

CALL TO ORDER/ROLL CALL TO ESTABLISH QUORUM

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

GENERAL PUBLIC COMMENT

2. General public comment for items not on the agenda

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

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

CONSENT ITEMS

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

3. Initial private lands wildlife habitat enhancement and management area (PLM) plans

Consider approving initial private lands wildlife habitat enhancement and management plans and licenses for:

- | | |
|-----------------------------|-------------------------|
| (A) Lassen | (C) Shasta |
| I. Grasshopper Valley Ranch | I. Cow Creek Ranch |
| (B) San Benito | (D) Shasta and Siskiyou |
| I. Pine Mountain Ranch | I. Willow Creek Ranch |
- (Pursuant to Section 601, Title 14, CCR)

4. Annual private lands wildlife habitat enhancement and management area PLMs

Consider approving annual PLM plans and 2023/2024 license for:

- | | |
|-----------------------|---------------------------|
| (A) Butte | (C) Calaveras |
| I. Angel Slough | I. Ordway Ranch |
| II. Deseret Farms | (D) Glenn |
| III. Llano Seco Ranch | I. Anderson Ranch |
| IV. M&T Chico Ranch | II. Bird Haven Ranch |
| V. Soper-Wheeler | (E) Humboldt and Trinity |
| (B) Butte and Tehama | I. Wilkinson Hunting Club |
| I. Rock Creek | |

- | | |
|--|--|
| <ul style="list-style-type: none"> (F) Lassen <ul style="list-style-type: none"> I. Ash Valley Ranch II. Clarks Valley Ranch III. Dixie Valley Ranch IV. Five Dot Ranch - Avila V. Five Dot Ranch - Horse Lake VI. Five Dot Ranch - School Section VII. Five Dot Ranch - Tunnel Springs VIII. Five Dot Ranch - Willow Creek IX. Kramer Ranch X. Mendiboure Cold Springs Ranch XI. Mendiboure Ranch XII. Red Rock Ranch XIII. Walton Homestead Family, LLC (G) Los Angeles <ul style="list-style-type: none"> I. Santa Catalina Island (H) Mendocino <ul style="list-style-type: none"> I. Four Pines Ranch II. Schneider Ranch (I) Modoc <ul style="list-style-type: none"> I. Lookout Ranch II. Roberts Ranch | <ul style="list-style-type: none"> (J) Monterey <ul style="list-style-type: none"> I. Bardin Ranch (K) San Joaquin <ul style="list-style-type: none"> I. Corral Hollow Ranch (L) Santa Clara <ul style="list-style-type: none"> I. Coon Creek Ranch (M) Shasta <ul style="list-style-type: none"> I. Clover Creek Ranch II. Duncan Creek Ranch III. Jerusalem Creek Ranch IV. JS Ranch V. Kampmann Ranch VI. Rickert Ranch (N) Siskiyou <ul style="list-style-type: none"> I. Long Prairie Farms II. Pondosa III. Red Rock Valley Farms (O) Tehama <ul style="list-style-type: none"> I. Big Bluff Ranch II. El Rancho Rio Frio III. Little Dry Creek Ranch IV. Mill Creek Ranch V. Salt Creek Ranch (P) Yolo <ul style="list-style-type: none"> I. Smith Flat Ranch |
|--|--|

(Pursuant to Section 601, Title 14, CCR)

5. Five-year private lands wildlife habitat enhancement and management area PLMs

Consider approving five-year private lands wildlife habitat enhancement and management (PLM) plans and 2023-2027 licenses for:

- | | |
|---|--|
| <ul style="list-style-type: none"> (A) Lassen <ul style="list-style-type: none"> I. Observation Peak Ranch (B) Modoc <ul style="list-style-type: none"> I. Basin View Ranch II. SL Ranch | <ul style="list-style-type: none"> (C) San Bernardino <ul style="list-style-type: none"> I. Big Morongo Springs Ranch (D) Shasta <ul style="list-style-type: none"> I. Black Ranch II. Hathaway Oak Run Ranch |
|---|--|

- (E) Yuba
 - I. Sugarloaf Bangor Ranch
- (Pursuant to Section 601, Title 14, CCR)

DISCUSSION AND ACTION ITEMS

- 6. **Greater sage-grouse**

Consider and potentially act on the petition, Department's evaluation report, and comments received to determine whether listing Greater sage-grouse (*Centrocercus urophasianus*) as threatened or endangered under the California Endangered Species Act may be warranted.

(Pursuant to Section 2074 and 2074.2, Fish and Game Code)
- 7. **Commission executive director and Department reports**

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

 - (A) **Commission executive director**
 - I. Update on justice, equity, diversity and inclusion plan
 - (B) **Department director and Department Law Enforcement Division**
 - I. Update on the Department's beaver program
- 8. **Inland sport fish updates (annual)**

Consider authorizing publication of notice of intent to amend freshwater sport fishing regulations.

(Amend subsections 7.40(b)(27), 7.40(b)(79), 7.50(b)(7), and 7.50(b)(81), Title 14, CCR)
- 9. **Permits and draws for special hunts**

Discuss proposed amendments to regulations regarding special hunt permit issuance and drawings in the Department Automated License Data System.

(Amend sections 702 and 715, Title 14, CCR)
- 10. **Mitigating risks for cervid importation and movement**

Consider authorizing publication of notice of intent to amend regulations concerning cervid importation and movement to mitigate risks for importing diseases like chronic wasting disease into California.

(Amend sections 257.5, 475, 676, 712, and add sections 681 and 714, Title 14, CCR)
- 11. **Wild Trout Waters Policy**

Consider and potentially adopt proposed amendments to the Commission's Commission-Designated Wild Trout Waters Policy.

(Pursuant to Section 703, California Fish and Game Code)
- 12. **Duck stamp expenditure proposals**

Consider approving proposed duck stamp project expenditures from the Duck Stamp Dedicated Account Fund for Fiscal Year 2023-24.

(Pursuant to Section 3702, Fish and Game Code)

13. Wildlife Prosecutor of the Year

Announce recipient of the Commission's annual Wildlife Prosecutor of the Year award.
(Pursuant to Commission Wildlife Prosecutor of the Year Policy)

14. Regulation change petitions (wildlife and inland fisheries)

(A) ***New petitions***

Receive new petitions for regulation change.
(Pursuant to Section 662, Title 14, CCR)

Consideration of whether to grant, deny, or refer for additional review is expected to be scheduled for the August 22-23, 2023 meeting.

(B) ***Previously received petitions***

Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Petitions granted today will be added to the Commission's rulemaking calendar for development and future consideration.

(Pursuant to Section 662, Title 14, CCR)

I. *Petition 2021-007R*: Request to allow BB devices as an authorized method of take for wild pig.

II. *Petition 2023-03*: Request to add one senior day to existing veteran or youth day hunt for migratory game birds.

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

Consider and potentially act on wildlife and inland fisheries non-regulatory requests submitted by members of the public at previous meetings.

16. Committee and Department reports

Receive updates on items of note since the previous Commission meeting from Commission committees and Department divisions.

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

Receive summary and consider approving recommendations from the May 16-17, 2023 committee meeting. Discuss referred topics and consider revisions to topics and timing.

(Pursuant to Section 106, Fish and Game Code)

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

I. Receive update on Clear Lake hitch efforts

CALL TO ORDER/ROLL CALL TO ESTABLISH QUORUM

GENERAL PUBLIC COMMENT

17. General public comment for items not on the agenda

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

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

CONSENT ITEMS

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

18. Experimental Fishing Permit (EFP) Application 2022-01

Consider amending application 2022-01 regarding testing commercial deep-set and night-set buoy gear to target swordfish and other migratory species fishery.
(Pursuant to Section 91, Title 14, CCR)

19. Recreational hoop net regulations

Consider adopting second 90-day extension of emergency regulations to amend and clarify hoop net regulations in order to minimize entanglement risk of federally-protected species and to expand the current identification requirement in effect south of Pt. Arguello, Santa Barbara County, to apply statewide.
(Amend subsection 29.80(b), Title 14, CCR)

DISCUSSION AND ACTION ITEMS

20. Pre-existing structures in marine protected areas (MPAs) and marine managed areas (MMAs)

Consider authorizing publication of notice of intent to amend regulations for incidental take authorization for work on pre-existing artificial structures within MPAs and MMAs.
(Amend Section 632, Title 14, CCR)

21. Commercial take of Pacific herring with lampara bait nets

Consider authorizing publication of notice of intent to amend regulations to allow limited commercial take of Pacific herring via small-scale lampara gear by Humboldt Bay herring permit holders.
(Amend sections 163 and 163.1, Title 14, CCR)

- 22. EFP Application 2023-01**
Receive, consider, and potentially act on EFP Application 2023-01 for Sustainable Seas Technology pop-up systems testing in the experimental fishery for brown box and king crab.
(Pursuant to Section 91, Title 14, CCR)
- 23. EFP Application 2023-02**
Receive, consider, and potentially act on EFP Application 2023-02 for the National Marine Sanctuary Foundation to test and validate gear innovations in the California Dungeness crab fishery.
(Pursuant to Section 91, Title 14, CCR)
- 24. Commission policies**
Receive update on planning and coordination for reviewing Commission policies.
Discuss and potentially approve first series of policy reviews.
- 25. Coastal Fishing Communities Policy**
Consider and potentially adopt new Commission policy on coastal fishing communities.
(Pursuant to Section 703, California Fish and Game Code)
- 26. Regulation change petitions (marine)**
- (A) ***New petitions***
Receive new petitions for regulation change.
(Pursuant to Section 662, Title 14, CCR)
Consideration of whether to grant, deny, or refer for additional review is expected to be scheduled for the August 22-23, 2023 meeting.
- (B) ***Previously received petitions***
Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Petitions granted today will be added to the Commission's rulemaking calendar for development and future consideration. (Pursuant to Section 662, Title 14, CCR)
- I. *Petition 2022-11*: Request to modify Dungeness crab regulations related to fishery start times, crab trap stamps, and best practices for trap buoy rigging.
- II. *Petition 2022-17*: Request to amend the number and type of buoys required for recreational crab traps.
- 27. Committee and Department reports**
Receive updates on items of note since the previous Commission meeting from Commission committees and Department divisions.
- (A) ***Marine Resources Committee***
Discuss referred topics and consider revisions to topics and timing. Consider approving draft agenda topics for the next committee meeting on July 20, 2023.
(Pursuant to Section 105, Fish and Game Code)

(B) ***Department Marine Region***

- I. Update on annual recreational ocean salmon regulations, and automatic conformance to federal regulations.
(Pursuant to Section 1.95, Title 14, CCR)
- II. Discuss Department director's management action taken related to recreational Dungeness crab fishing to protect whales
(Pursuant to subsection 29.80(c)(7)(G), Title 14, CCR)

(C) ***Tribal Committee***

Discuss referred topics and consider revisions to topics and timing. Consider approving draft agenda topics for the next committee meeting on Monday, August 21, 2023.

- I. Tribal subsistence definition workgroup
(Pursuant to Section 106.5, Fish and Game Code)

28. Commission administrative items

(A) ***Legislation and other agency regulations***

(B) ***Rulemaking timetable updates***

(C) ***Potential meeting dates and locations for 2024 and 2025***

(D) ***Future meetings – August 22-23, 2023 and new business***

- I. Discuss future Commission meeting formats and procedure for determining meeting locations.
- II. Discuss potentially recognizing the anniversary of the extirpation of California grizzly bear (*Ursus arctos californicus*), California's state animal.

Adjourn

EXECUTIVE SESSION

(Not Open to Public)

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

- (A) Pending litigation to which the Commission is a Party
 - I. The Ballona Wetlands Land Trust v. California Fish and Game Commission (Ballona Wetlands Ecological Reserve petition for regulation change)
 - II. Fall River Conservancy and California Trout v. California Fish and Game Commission and California Department of Fish and Wildlife (California Environmental Quality Act determination regarding amendments to inland trout regulations)
 - III. United Water Conservation District v. California Fish and Game Commission (southern California steelhead “may be warranted” determination under the California Endangered Species Act and regulation authorizing limited take under Fish and Game Code Section 2084)
 - IV. Crowe v. California Fish and Game Commission (suspension of a commercial fishing license and a lobster operator permit)
- (B) Possible litigation involving the Commission
- (C) Staffing
- (D) Deliberation and action on license and permit items
 - I. Consider the proposed decision in FGC Case No. 22ALJ006-FGC, regarding revocation of Arthur Esparza’s lobster operator permit and commercial fishing license.

California Fish and Game Commission Meeting Schedule

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

Meeting Date	Commission Meeting	Committee Meeting
July 20		Marine Resources Sonoma area
August 21		Tribal River Lodge Conference Center 1800 Riverwalk Drive Fortuna, CA 95540
August 22-23	River Lodge Conference Center 1800 Riverwalk Drive Fortuna, CA 95540	
September 21		Wildlife Resources Chico area
October 11-12	San Jose area	
November 16		Marine Resources San Diego area
December 12		Tribal San Diego area
December 13-14	San Diego area	

Other Meetings of Interest

Association of Fish and Wildlife Agencies

- September 23-27; 2023 – Calgary, Alberta, Canada

Pacific Fishery Management Council

- June 20-27, 2023 – Vancouver, WA
- September 7-14, 2023 – Spokane, WA
- October 31 – November 8, 2023 – Garden Grove, CA

Pacific Flyway Council

- August 25, 2023 – Winter Park, CO

Western Association of Fish and Wildlife Agencies

- July 9-14, 2023 – Santa Fe, NM

Wildlife Conservation Board

- August 24, 2023 – Sacramento, CA
- November 16, 2023 – Sacramento, CA

Important Commission Meeting Procedures Information

Welcome to a Meeting of the California Fish and Game Commission

This year marks the 154th year of operation of the Commission in partnership with the California Department of Fish and Wildlife. Our goal is the preservation of our heritage and conservation of our natural resources through informed decision making; Commission meetings are vital in achieving that goal and we provide this information to be as effective and efficient toward that end. Welcome, and please let us know if you have any questions.

Persons with Disabilities

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

Stay Informed

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

Submitting Written Comments

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

Comment Deadlines

The **Comment Deadline** for this meeting is **5:00 p.m. on June 1, 2023**. Written comments received at the Commission office by this deadline will be made available to Commissioners prior to the meeting.

The **Supplemental Comment Deadline** for this meeting is **noon on June 9, 2023**. Comments received by this deadline will be made available to Commissioners at the meeting.

Written comments received after the supplemental comment deadline will not be included in the meeting materials.

Petitions for Regulation Change

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

item). Petitions received at this meeting will be scheduled for consideration at the next regularly scheduled business meeting, unless the petition is rejected under staff review pursuant to subsection 662(b), Title 14, CCR.

Non-Regulatory Requests

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

Speaking at the Meeting

To speak on an agenda item in-person, please complete a “speaker card” and provide it to the designated staff member before the agenda item is announced. Please complete one speaker card per item. Cards will be available near the entrance of the meeting room.

To speak on an agenda item by webinar/teleconference, please “raise” your hand either through the Zoom function or by pressing *9 once on your phone when prompted at the beginning of the agenda item.

1. In-person speakers will be identified in groups; please line up when your name is called. Speakers by webinar/teleconference will be identified by your Zoom display name or last three digits of your phone number; please pay attention to when your name or number is called.
2. When addressing the Commission, please give your name and the name of any organization you represent, and provide your comments on the item under consideration.
3. If there are several speakers with the same concerns, please appoint a spokesperson and avoid repetitive testimony.
4. The presiding commissioner will allot between one and three minutes per speaker per agenda item, subject to the following exceptions:
 - a. The presiding commissioner may allow up to five minutes to an individual speaker if a minimum of three individuals who are present when the agenda item is called have ceded their time to the designated spokesperson, and the individuals ceding time forfeit their right to speak to the agenda item.
 - i. In-person participants ceding their time must complete a speaker card and approach the staff table with the spokesperson so that staff may confirm the presence of those ceding their time.
 - ii. Zoom participants ceding their time must notify the Commission at fgc@fgc.ca.gov prior to the start of the agenda item, including to whom they are ceding time, and must be present on Zoom during the agenda item.
 - b. Individuals may receive advance approval for additional time to speak if requests for additional time to speak are received by email or delivery to the Commission office by the **Supplemental Comment Deadline**. The president or designee will approve or deny the request no later than 5:00 p.m. two days prior to the meeting.

- c. An individual requiring an interpreter is entitled to at least twice the allotted time pursuant to Government Code Section 11125.7(c).
- d. An individual may receive additional time to speak to an agenda item at the request of any commissioner.

Agenda items may be heard in any order and on either day pursuant to the discretion of the presiding commissioner.

Visual Presentations/Materials

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

1. Electronic presentations must be provided by email to fgc@fgc.ca.gov. If the presentation file is too large to send via email, contact staff to identify an alternative method for submitting the file.
2. All electronic formats must be Windows PC compatible.
3. If presenting at the in-person meeting location, it is recommended that a print copy of any electronic presentation be submitted in case of technical difficulties.