



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). (3) 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 May 21, 2024

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
8:30 A.M.

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

CLOSED SESSION

- 2) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Assistant Director of Budgets and General Services Denelle Carrington.
- 3) **Conference with Real Property Negotiators – Pursuant to paragraph (1) of**

subsection (b) of Government Code §54956.8 – Property: 325 N. Brewery St., Lone Pine, CA 93545. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Meaghan McCamman, Cathreen Richards, Amy Shepherd. Negotiating parties: Inyo County and Pravin Joshi. Under negotiation: price and terms of payment.

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.**
- 4) **Pledge of Allegiance**
 - 5) **Report on Closed Session as Required by Law**
 - 6) **Introductions** - The following new employees will be introduced to the Board: Auditor-Appraiser Paola Lois Perez, Assessor's Office; Office Technician Terry Fenske, Clerk-Recorder's Office; Librarian Mike Sherk; Food Cook Rodrigo Castro Luque, Animal Control Officer Kelton Masteron, and Community Relations Liaison Lindsey Stine, Sheriff's Office; and from HHS: Office Clerk Supervisor Yesenia Arellano, Office Clerk Heidi Gutierrez, Administrative Analyst Shiloh Smith, and Administrative Analyst April Turner.
 - 7) **Presentation** - Big Pine Unified School District students' recent participation in "Better World Day."
 - 8) **Public Comment**
Comments may be time-limited
 - 9) **Whitney Portal Road Update**
 - 10) **County Department Reports**

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

- 11) **Resolution Authorizing Bishop Unified School District to Pursue a Bond**
Outside Agency | Nate Greenberg
Recommended Action:
 - A) Approve Resolution No. 2024-18 titled, "Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Application of School Facilities Improvement District Law in the County of Inyo for the Benefit of the Bishop Unified School District," and authorize the Chairperson to sign; and
 - B) Direct staff to file the resolution with the California Debt and Investment Advisory Commission.
- 12) **Board of Supervisors Meeting Minutes**

Recommended Action: Approve the minutes from the special Board of Supervisors meetings of April 26, 2024 and May 3, 2024, and the regular Board of Supervisors meetings of May 7, 2024 and May 14, 2024.

13) **Inyo County Office Of Education Stage 1 Childcare Contract**

Health & Human Services - Social Services | Morningstar Willis-Wagoner

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, 2024, through June 30, 2025, contingent on the Board approving the 2024-2025 budget, and authorize Chairperson to sign.

14) **California Indian Legal Services (CILS) Contract**

Health & Human Services - ESAAA | Morningstar Willis-Wagoner

Recommended Action: Approve the contract with California Indian Legal Services (CILS) 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 \$80,000 for the period July 1, 2024 through June 30, 2028, contingent upon the Board's adoption of future budgets.

15) **UC Davis Social Services Training Contract**

Health & Human Services - Social Services | Morningstar Willis-Wagoner

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, 2024 through June 30, 2025, contingent upon the Board's adoption of the FY 2024-25 budget, and authorize the Chairperson to sign.

16) **Community Care Expansion Program Funding Agreement Amendment No. 1**

Health & Human Services | Anna Scott

Recommended Action: Approve Amendment No.1 to the Community Care Expansion (CCE) Program Funding Agreement (PFA) between the County of Inyo and Horne LLP of Ridgeland, MS to extend the funding expenditure deadlines for Capital Projects funding from December 31, 2026 to October 31, 2028, and authorize the Chairperson to sign.

17) **Letter of Support for Adaption Planning Grant Program Round 2**

Planning Department | Danielle Visuano

Recommended Action: Approve and authorize the Chairperson to sign a letter of support for the Inyo County Planning Department application for the Adaption Planning Grant Program Round 2.

18) **Contract with Tartaglia Engineering for Airport Engineering Services**

Public Works | Ashley Helms

Recommended Action:

- A) Ratify and approve the agreement between the County of Inyo and Tartaglia Engineering of Atascadero for the provision of Engineering Services in an amount not to exceed \$97,788 for the period of April 24, 2024 through June 30, 2025 or project completion, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign; and
- B) Authorize the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) Airport Improvement Program grants for the Runway 12-30 Grooving Project and the Forecast Update/Terminal Design Study.

19) **Contract with American Refuse, Inc. for Tire Hauling and Disposal**

Public Works - Recycling & Waste Management | Cap Aubrey

Recommended Action: Approve the agreement between the County of Inyo and American Refuse, Inc. of Wasco, CA for the provision of tire hauling and recycling in an amount not to exceed \$347,400 for the period of July 1, 2024 through June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

20) **Contract for Onion Valley Guardrail Project with Sierra Geological Services, Inc.**

Public Works | Michael Errante

Recommended Action: Ratify and approve the agreement between the County of Inyo and Sierra Geological Services, Inc (SGSI) of Mammoth Lakes, CA for the provision of materials testing and inspection services on the Onion Valley Road Guardrail Project in an amount not to exceed \$9,900 for the period from March 1, 2024 through June 30, 2024, and authorize the Chairperson to sign.

21) **Authorization to Submit an Application for the Office of Community Oriented Policing Services (COPS) FY-24 Hiring Program**

Sheriff | Lindsey Stine

Recommended Action: Authorize the submission of the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) FY24 COPS Hiring Program application and authorize the Sheriff or designee to sign documents needed during the application process.

22) **Fiscal Year 2024 COPS School Violence Prevention Program**

Sheriff | Lindsey Stine

Recommended Action: Authorize the Sheriff's Office to submit an application or the FY 2024 COPS School Violence Prevention Program Grant and authorize the Sheriff to sign all documents required for the application process.

23) **Owens Valley Groundwater Authority Executive Manager Services Contract**

Water Department | Holly Alpert

Recommended Action: Approve the agreement between the Owens Valley Groundwater Authority of Independence, CA, and the County of Inyo for the provision of Executive Manager services in an amount not to exceed \$25,410 for the period beginning March 14, 2024, and remaining in effect until terminated by any party with 30 days' notice, and authorize the Chairperson to sign.

24) **Contract with Fountainhead Consulting Corporation**

Public Works | Michael Errante

Recommended Action: Approve the contract between the County of Inyo and Fountainhead of Fontana, CA for the provision of construction management services in an amount not to exceed \$323,736.09 for the period of June 1, 2024 through December 31, 2025, and authorize the Chairperson to sign, contingent upon Board approval of the Fiscal Year 2024-2025 Budget.

REGULAR AGENDA - MORNING

25) **Inyo County Film Commissioner's Semi-Annual Oral Report**

County Administrator - Advertising County Resources | Jesse Steele
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: Receive a brief update on local filming activity from Film Commissioner Jesse Steele.

11 A.M. 26) **Code Amendment 2024-01 - Water Landscape Efficient Ordinance**

Planning Department | Danielle Visuano
45 minutes (25min. Presentation / 20min. Discussion)

Recommended Action:

- A) Conduct a public hearing on a proposed Ordinance 1306, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, to Adopt the California Water-Efficient Landscaping Ordinance Pursuant to the California Water Conservation in Landscaping Act via the Addition of Chapter 17.04 to the Inyo County Code;"
- B) Adopt proposed ordinance; and
- C) Find the project is exempt from the California Environmental Quality Act (CEQA) by the "Common Sense Rule" found in 14 CCR Section 15061(b)(3).

LUNCH

27) The Board will recess for lunch and reconvene for the afternoon session.

REGULAR AGENDA - AFTERNOON

1 P.M. 28) **Board of Equalization** - The Board will recess and reconvene as the Board of Equalization (separate agenda).

29) **Request for Increase to Election Worker Stipend Rates**

Clerk-Recorder | Danielle Sexton
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action: Approve Resolution No. 2024-19, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Inyo County Clerk-Recorder, Registrar Establishing New Election Worker Stipend Rates," which will repeal prior order of current rates, and update stipend rates for Election Workers, to be effective beginning with Election Worker services provided for the November 5, 2024 Presidential General Election.

30) **Inyo County/Los Angeles Standing Committee Meeting - May 30, 2024**

Water Department | Holly Alpert
10 minutes

Recommended Action: Provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for May 30, 2024.

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 Bureau of Alcoholic Beverage Control** - Application for person-to-person transfer of an On-Sale General Eating Place license from Inyo Properties, LLC to Alabama Hills Cafe, Bakery & Bar, LLC for the Alabama Hills Cafe, Bakery & Bar, 325 S. Main St., Lone Pine, CA 93545.



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DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 21, 2024

Reference ID:
2024-370

Presentation - Big Pine Unified School District students' recent participation in "Better World Day."

Board of Supervisors

NO ACTION REQUIRED

ITEM SUBMITTED BY

Board of Supervisors

ITEM PRESENTED BY

Jen Roeser

RECOMMENDED ACTION:

Receive a presentation from students from Big Pine Unified School District on their recent participation in "Better World Day."

BACKGROUND / SUMMARY / JUSTIFICATION:

Big Pine Unified School District was among the more than 100 schools and districts across the U.S. to participate in Better World Day on May 3. The observance is an annual national event showcasing student learning that contributes to a better world. Better World Day was conceived by EL Education - a national nonprofit partnering with K-12 educators to transform diverse public schools into hubs of opportunity for all students to achieve excellent equitable outcomes.

On Better World Day, EL Education specifically asks students and educators to look around their schools and communities and ask themselves, "How can we make the world a better place?" They are then tasked with planning a local service project or a celebration of student learning that positively impacts communities. Students present learning projects and engage in acts of service.

After several months of planning, Big Pine students focused their efforts on Mendenhall Park. The whole school began the day with a cleanup at the park and then each class began work on a specific project, including:

- Creating and conducting a survey of the community on what they would most like to see at Mendenhall (flyers with a QR code will be placed all over town)
- Researching and telling the history of Mendenhall Park and especially Edith Mendenhall
- Outlining goals of action to include in letters to the Inyo County Board of Supervisors and Los Angeles Department of Water and Power
- Creating visual aids of best practices to keep the park clean

Big Pine students, staff, and teachers have asked to present to our Board a recap of Better World Day and give progress reports on the various projects they started.

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:**APPROVALS:**

Darcy Ellis	Created/Initiated - 5/15/2024
Darcy Ellis	Approved - 5/15/2024
Nate Greenberg	Final Approval - 5/16/2024



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DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 21, 2024

Reference ID:
2024-332

Resolution Authorizing Bishop Unified School District to Pursue a Bond Outside Agency ACTION REQUIRED

ITEM SUBMITTED BY

County Administrator

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

- A. Approve Resolution No. 2024-18 titled, "Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Application of School Facilities Improvement District Law in the County of Inyo for the Benefit of the Bishop Unified School District," and authorize the Chairperson to sign.
- B. Direct staff to file the resolution with the California Debt and Investment Advisory Commission.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Bishop Unified School District (BUSD) Board of Trustees is exploring the possibility of pursuing a school facilities bond measure for the November 2024 election, as permitted by the Education Code. However, Education Code section 15303 provides that the School Facility Improvement District (SFID) law shall not be operative in a county until the Board of Supervisors of the county adopts a resolution making the SFID applicable in the county. BUSD requested County Administration to bring this item before your Board in order to authorize BUSD to pursue that bond.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose to not approve this Resolution. This is not recommended as doing so may negatively impact the ability of Bishop Unified School District to improve the quality of its facilities and educational experience.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Bishop Unified School District

ATTACHMENTS:

1. Inyo County Resolution

APPROVALS:

Darcy Ellis	Created/Initiated - 4/24/2024
Darcy Ellis	Approved - 4/24/2024
John Vallejo	Approved - 5/16/2024
Amy Shepherd	Approved - 5/16/2024
Nate Greenberg	Final Approval - 5/16/2024

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO,
STATE OF CALIFORNIA
AUTHORIZING THE APPLICATION OF SCHOOL FACILITIES IMPROVEMENT
DISTRICT LAW IN THE COUNTY OF INYO FOR THE BENEFIT OF
THE BISHOP UNIFIED SCHOOL DISTRICT**

WHEREAS, Chapter 2 of Part 10 of Division 1 of Title 1 of the California Education Code (Sections 15300-15425) (the “SFID Law”) authorizes school districts and community college districts to form “school facilities improvement districts” within their boundaries and to issue general obligation bonds payable from *ad valorem* taxes levied within such improvement districts, upon compliance with the requirements of the SFID Law, including approval of the issuance of the bonds by the voters within the improvement district voting on the proposition; and,

WHEREAS, the SFID Law is not operative in any county until the board of supervisors of the county, by resolution duly approved by a majority vote , makes it applicable in the county generally, or to one or more schools or community college districts; and,

WHEREAS, the Bishop Unified School District (the “School District”) has requested that the Board of Supervisors make the SFID Law applicable within the County of Inyo for the benefit of the School District; and,

WHEREAS, in order to afford the School District the benefits of issuing general obligation bonds for a school facilities improvement district formed within the District’s boundaries, it is necessary for the Board of Supervisors to approve a resolution making the SFID Law applicable as set forth above.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo as follows:

1. The above recitals are true and correct.
2. Pursuant to Section 15303 of the California Education Code, the Board of Supervisors hereby makes the SFID Law (Chapter 2 of Part 10 of Division 1 of Title 1 of the California Education Code (Sections 15300-15425)) applicable in the County of Inyo for the benefit of the Bishop Unified School District.

[Continued on following page]

3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ___ day of _____, 2024, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Matt Kingsley, Chairperson
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
Clerk of the Board of Supervisors

By: _____
Darcy Ellis
Assistant Clerk of the Board of Supervisors



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 21, 2024

Reference ID:
2024-369

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 special Board of Supervisors meetings of April 26, 2024 and May 3, 2024, and the regular Board of Supervisors meetings of May 7, 2024 and May 14, 2024.

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:

1. April 26, 2024 Draft Minutes - Special Meeting

2. May 3, 2024 Draft Minutes - Special Meeting
3. May 7, 2024 Draft Minutes
4. May 14, 2024 Draft Minutes

APPROVALS:

Hayley Carter	Created/Initiated - 5/9/2024
Darcy Ellis	Final Approval - 5/9/2024

MINUTES



County of Inyo Board of Supervisors

April 26, 2024

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 1:08 p.m., on April 26, 2024, in the Board of Supervisors Room, County Administrative Center, Independence and Room 101, Consolidated Office Building, Bishop. The following Supervisors were present: Chairperson Matt Kingsley, presiding (Independence), Scott Marcellin (Bishop), Jeff Griffiths (Bishop), and Jennifer Roeser (Truckee, per Government Code 54953[j][2][D]). Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis. Absent: Trina Orrill. In attendance from the Inyo County Water Commission: Randy Keller (Independence), Dan Berry (Independence), and Vikki Glinskii (Bishop).

Pledge of Allegiance Inyo County Water Commissioner Randy Keller led the Pledge of Allegiance.

Public Comment The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley.

CAO-Public Defender – Elizabeth Corpora Contract Moved by Supervisor Kingsley and seconded by Supervisor Roeser to ratify and approve the agreement between the County of Inyo and Elizabeth Corpora for the provision of public defender services in an amount not to exceed \$230,000 for the period of April 1, 2024 through June 30, 2025, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0 with Supervisor Orrill absent.

Water Dept. – 24-25 LADWP Annual Operations Plan Water Director Dr. Holly Alpert presented an overview of the 2024-2025 LADWP Annual Operations Plan and LADWP's proposed range of pumping amounts (51,470 to 77,413 acre-feet), as well as staff's recommended response (due within 10 days of receipt of the plan). She said staff recommended supporting the minimum pumping amount specified: 51,470 a.f. She noted that last year, pumping levels were the lowest they've been since 1970 – about only half of the average acre-feet and less than LADWP initially forecast. She noted that this year is forecast to be average. She said vegetation overall responded well to the especially wet year last year, including the 200,000-plus a.f. of water LADWP spread throughout the valley. However, it was noted and discussed in some detail by both members of the Board and Water Commission that shrubs are coming back, not the grasses specified in the Long-Term Water Agreement. Board members also mentioned that the baseline conditions in the LTWA were based on conditions from the mid-1980s, when pumping was especially egregious.

Public comment was heard from Sally Manning of the Big Pine Paiute Tribe, Wendy Schneider with Friends of the Inyo, Big Pine Tribe Tribal Historic Preservation Officer Danelle Gutierrez, Lynn Boulton, Teri Cawelti (in her capacity as a private citizen and not a member of the Water Commission since she was unable to attend), Noah Williams, Jon Klusmire, and Nancy Masters.

Comments focused on the need to aggressively press LADWP on the vegetation issue and to recommend a lower pumping amount than LADWP's forecasted minimum. It was noted that water from wet winters should be kept in the valley to continue helping with recharge and to act as a buffer in dry years.

Chairperson Kingsley said that the response letter should mention that a high runoff year shouldn't mean additional water exports. He said wet years like 2023 should be seen as an opportunity to improve the health of the wellfields. He added that the letter should note baseline is just that – the bare minimum – and LADWP needs to strive to restore above baseline conditions. Supervisor Griffiths agreed, adding that the County needed to push for

the use of surface water for mitigation projects rather than groundwater, where feasible. Supervisor Roeser cautioned about water spreading contributing to higher mosquito populations, and encouraged collaborative groundwater modeling and strategic mowing.

The Board directed the Water Department to proceed with its response, recommending support of the lower proposed pumping amount of 51,470 a.f., with the additions as suggested by Board members.

Workshop with Water Commission

The Chairperson opened a workshop with the Inyo County Water Commission. Commissioners Keller and Berry made their comments during the last Board agenda item and had nothing new to discuss. Commissioner Glinskii suggested the County look into the water-mining clause in the Water Agreement.

Public Comment

Chairperson Kingsley asked for public comment related to items not calendared on the agenda and public comment was received from Sally Manning.

Adjournment

The Chairperson adjourned the meeting at 2:53 p.m. to 9 a.m. Friday, May 3, 2024, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

MINUTES



County of Inyo Board of Supervisors

May 3, 2024

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 9:04 a.m., on May 3, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

Pledge of Allegiance County Counsel Vallejo led the Pledge of Allegiance.

Public Comment – Chairperson Kingsley asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley.

Planning Department – Appeal No. 2023-02 Chairperson Kingsley re-opened the hearing for the appeal. Assistant Planner Cynthia Draper introduced Appeal No. 2023-02 of Renewable Energy Permit (REP) 2022-01/Barker, for which today's public hearing was continued from April 9, and reviewed the proposed project.

Assistant County Counsel Christy Milovich followed by reviewing the Planning Department's position. Project proponent Robbie Barker then showed a brief PowerPoint describing community solar opportunities in Trona.

Trona property owner and appellant John Mays addressed the Board to express his opposition to the project. Patrick Soluri, attorney for the appellants, expanded on Mays' comments. Amanda McNamara, daughter of property owner Brian McNamara, also addressed the Board in opposition to the proposed solar project.

Sean Hungerford, attorney for Barker, spoke on behalf of his client, expressing his client's position on why the project should be approved.

Discussion ensued among the Board and with staff regarding the addition of additional mitigation measures.

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to:

- 1) Deny the appeal and uphold the Planning Commission's decision to approve REP 2022-01/Barker, subject to all conditions of approval outlined in the material;
- 2) Approve the Recirculated Mitigated Negative Declaration for the Project; as presented and certify that it is an adequate and complete document prepared in compliance with CEQA;
- 3) Adopt the Mitigation Monitoring and Reporting Program, as revised, and set forth in the Recirculated Mitigated Negative Declaration, as the Mitigation Monitoring and Reporting Program for the Project, prepared in accordance with CEQA; and
- 4) Make findings a-d as follows:
 - a. All previous findings made by the Planning Commission in its October 25, 2023 public hearing are incorporated herein as findings;
 - b. The Project will not have a potentially significant effect on the environment with mitigation measures incorporated based on the reasons documented in the Recirculated Mitigated Negative Declaration; that mitigation measures are needed for this project which have been incorporated in the project; and that there is no substantial evidence that the project, with the mitigation measures incorporated, could have a significant effect on the environment;
 - c. The Project is consistent with the plans for which the Program EIR was prepared; that any new effects which had not previously been considered in the

- Program EIR have been reduced to less than significant by mitigation measures or revisions incorporated into the project; and that the project incorporates all applicable mitigation measures identified in the Program EIR; and
- d. Through the imposition of the mitigation measures, the conditions of approval including the conditions pertaining to the requirement for an approved reclamation plan and corresponding receipt of adequate financial assurances, and by other conditions incorporated into the determination or imposed upon the permit, the health, safety and welfare of the county's citizens, the county's environment, including its public trust resources, and the county's financial well-being, have been adequately safeguarded; and
 - 5) Add as conditions of approval the requirements that preconstruction surveys be conducted for the desert tortoise and Mojave ground squirrel by a biologist approved by the California Department of Fish and Wildlife and, if any species of concern are discovered, appropriate feasible mitigation measures will be taken as prescribed in the Programmatic Environmental Impact Report.

Motion carried 4-1, with Supervisor Roeser voting no.

*Planning Department –
Appeal No. 2023-03*

Chairperson Kingsley re-opened the hearing for Appeal No. 2023-03. Assistant County Counsel Milovich asked that her previously stated arguments and comments in relation to Appeal No. 2023-02 be incorporated into the record for this hearing on the Trona 4 project, as they pertain to this project. Patrick Soluri, the appellants' attorney, and John Mays, appellant, requested that all arguments and comments made by all of the appellants be incorporated into the record as they pertain to Trona 4.

Assistant Planner Cynthia Draper reviewed the proposed project for the Board. Sean Hungerford, attorney for proponent Robbie Barker, asked that his and Mr. Barker's previously stated arguments and comments be incorporated into the record for this hearing on the Trona 4 project, as they pertain to this project. He also commented on mitigation of visual impacts and the recorded access road in the project vicinity.

The Board agreed to incorporate all of the arguments and comments into the record for Appeal No. 2023-03.

Appellant Tom Kidder spoke in opposition to the project.

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to:

- 1) Deny the Appeal, uphold the Planning Commission's decision to approve REP 2022-02/Barker, subject to all conditions of approval outlined in the material;
- 2) Approve the Recirculated Mitigated Negative Declaration for the Project, as presented and certify that it is an adequate and complete document prepared in compliance with CEQA;
- 3) Adopt the Mitigation Monitoring and Reporting Program, as revised, and set forth in the Recirculated Mitigated Negative Declaration, as the Mitigation Monitoring and Reporting Program for the Project, prepared in accordance with CEQA; and
- 4) Make findings a-d as follows:
 - a. All previous findings made by the Planning Commission in its October 25, 2023 public hearing are incorporated herein as findings;
 - b. The Project will not have a potentially significant effect on the environment with mitigation measures incorporated based on the reasons documented in the Recirculated Mitigated Negative Declaration; that mitigation measures are needed for this project which have been incorporated in the project; and that there is no substantial evidence that the project, with the mitigation measures incorporated, could have a significant effect on the environment;
 - c. The Project is consistent with the plans for which the Program EIR was prepared; that any new effects which had not previously been considered in the Program EIR have been reduced to less than significant by mitigation measures or revisions incorporated into the project; and that the project incorporates all applicable mitigation measures identified in the Program EIR; and
 - d. Through the imposition of the mitigation measures, the conditions of approval including the conditions pertaining to the requirement for an approved reclamation plan and corresponding receipt of adequate financial assurances, and by other conditions incorporated into the determination or imposed upon the permit, the health, safety and welfare of the county's citizens, the county's

- environment, including its public trust resources, and the county's financial well-being, have been adequately safeguarded; and
- 5) Add the following as conditions of approval:
 - a. preconstruction surveys must be conducted for the desert tortoise and Mojave ground squirrel by a biologist approved by the California Department of Fish and Wildlife and, if any species of concern are discovered, appropriate feasible mitigation measures will be taken as prescribed in the Programmatic Environmental Impact Report; and
 - b. The proponent will restore the recorded access road to minimum County standards per County Code.

Motion carried 4-1, with Supervisor Roeser voting no.

Adjournment

The Chairperson adjourned the meeting at 1:04 p.m. to 8:30 a.m. Tuesday, May 7, 2024, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

MINUTES



County of Inyo Board of Supervisors

May 7, 2024

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:33 a.m., on May 7, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Vice Chairperson Scott Marcellin, presiding, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis. Absent: Matt Kingsley.

Closed Session The Vice Chairperson asked for public comment related to closed session items and there was no one wishing to speak.
Public Comment

Closed Session Vice Chairperson Marcellin recessed open session at 8:34 a.m. to convene in closed session with all Board members present except Chairperson Kingsley to discuss the following item(s): **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, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Assistant Director of Budgets and General Services Denelle Carrington.

Open Session Vice Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 10:08 a.m. with all Board members present except Chairperson Kingsley.

Pledge of Allegiance Supervisor Roeser led the Pledge of Allegiance.

Report on Closed Session County Counsel Vallejo reported that the Board met under Item No. 2 and that no action was taken during closed session that is required to be reported.

Employee Service Recognition The Board recognized the following employees who reached service milestones during the First Quarter of 2024, many of whom were in attendance to receive their commemorative pins:

- Valerie Behrendt, 25 years; Darcia Blackdeer-Lent, 10 years; Ralph Cataldo, 10 years; Jolie Bostick, 5 years; Maria Miranda, 5 years; Jenny Trimble, 5 years – Health & Human Services
- Carl Olsen, 5 years – Agricultural Department
- Nate Girardin, 15 years; David Dart, 5 years – Sheriff's Department
- Grace Weitz, 5 years – County Counsel
- Nancy Masters, 40 years; Joe Frankel, 15 years; Mikaela Torres, 5 years; Aaron Holmberg, 5 years; Amy Weurdig, 5 years

Public Comment The Vice Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley.

Whitney Portal Road Update Public Works Director Mike Errante reported that the Federal Highway Administration Central Federal Lands (CFL) Highway Division put the Whitney Portal Road repair project out to bid on May 2, and anticipates a contract award date of May 30, 2024, a "Notice to Proceed" with the repair work by June 10, 2024, and hopefully a fully paved road before winter arrives. He added that 30 additional road signs will be installed along the detour routes this week.

CAO Greenberg provided additional information to the Board on collaborative efforts between the County and U.S. Forest Service to create effective public messaging through press releases and updates posted to agency websites.

County Department Reports

Health and Human Services Director Anna Scott shared information on upcoming May events in observance of Mental Health Awareness Month and Emergency Medical Services Week and provided the Board with an event handout and green ribbons.

Item Pulled

Vice Chairperson Marcellin announced the following item was being pulled from the agenda at the request of the department head for possible consideration at a future date:

14) **Change in Authorized Strength - District Attorney**

District Attorney | Keri Oney, Tom Hardy

Recommended Action:

- A) Change the Authorized Strength in the District Attorney's Office by deleting one (1) full-time Victim Witness Assistant at Range 54 (\$3,669 - \$4,464) and adding one (1) B-Par Victim Witness Assistant at Range 54PT (\$21.17-\$25.75/hr.);
- B) Approve the hiring of the top applicant from the full-time Victim Witness Assistant recruitment, into the B-Par Victim Witness Assistant position, contingent on future grant funding; and
- C) Direct staff to update the publicly available pay schedule accordingly.

Board of Supervisors – Initiative No. 1935 Opposition Letter/ Reso. No. 2024-12

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve letter and Resolution No. 2024-12 opposing Initiative #1935. Motion carried 4-0 with Supervisor Kingsley absent.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the minutes from the regular Board of Supervisors meetings of April 2, 2024, and April 9, 2024. Motion carried 4-0 with Supervisor Kingsley absent.

Clerk of the Board – Mt. Whitney Cemetery District Reappointment

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to reappoint Mr. Bill Fletcher and Mr. Chris Langley each to two four-year terms on the Mt. Whitney Cemetery District Board of Trustees ending May 31, 2028. Motion carried 4-0 with Supervisor Kingsley absent.

Clerk of the Board – Independence Cemetery District Reappointment

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to reappoint Ms. Marilyn Bracken to a four-year term on the Independence Cemetery District Board of Trustees ending March 1, 2028. Motion carried 4-0 with Supervisor Kingsley absent.

CAO-Emergency Services – MiniCRDs Purchase

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to: A) Declare AT&T the successful bidder for two (2) portable emergency satellite-connected LTE cell with Wi-Fi devices; and B) Authorize and approve the purchase of two portable emergency satellite-connected LTE cell with Wi-Fi devices, for a total not-to-exceed amount of \$75,452. Motion carried 4-0 with Supervisor Kingsley absent.

HHS-Behavioral Health – Change in Authorized Strength

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to change the Authorized Strength in the Health and Human Services Behavioral Health Division by reclassifying one (1) APAR Addictions Counselor I-III at Range 59-66 (\$23.81-\$34.10/hr.) as a BPAR Addictions Counselor I-III at Range 59-66 (\$23.81-\$34.10/hr.), and direct staff to update the publicly available pay schedule accordingly. Motion carried 4-0 with Supervisor Kingsley absent.

HHS-Behavioral Health – Quality Improvement Plan Participation Agreement

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Amendment No. 2 to the agreement between the County of Inyo and California Mental Health Services Authority (CalMHSA), of Sacramento, CA, which specifies that only services rendered and paid from the Flexible Spending Account (FSA) are subject to a 15% administrative fee, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained. Motion carried 4-0 with Supervisor Kingsley absent.

Amendment No 2.

HHS-Behavioral Health – DHCS. Mental Health County Performance Contract Amendment No. A1

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Amendment No. A1 to the Mental Health County Performance Contract (CPC) between the County of Inyo and the Department of Health Care Services (DHCS) of California, extending the term end date from June 30, 2024, to June 30, 2025, and authorize the HHS Director to sign via DocuSign, contingent upon all appropriate signatures being obtained. Motion carried 4-0 with Supervisor Kingsley absent.

Probation – Mutual Aid M.O.A.

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the updated Memorandum of Agreement to provide and to receive mutual aid from the participating counties in case of an emergency or disaster. Motion carried 4-0 with Supervisor Kingsley absent.

Public Works – Northern Inyo Airport Advisory Committee Appointments

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to request Board reappoint Mr. Geoff Pope and Mr. Wayne Sayer each to a four-year term on the Northern Inyo Airport Advisory Committee, ending October 31, 2027. Motion carried 4-0 with Supervisor Kingsley absent.

Public Works – L3Harris Surveillance Equipment Lease Amendment No. 1

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Amendment No. 1 to the lease agreement between the County of Inyo and L3Harris Technologies of Herndon, VA, modifying the term end date from March 14, 2025 to continue year-to-year as long as the Lessee is under contract with the Federal Aviation Administration (FAA) to operate the Automated Dependent Surveillance Broadcast (ADS-B) facility, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried 4-0 with Supervisor Kingsley absent.

Public Works – 2024 Maintained Mileage Certification/ Reso. No. 2024-13

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

- A) Approve Resolution No. 2024-13, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Annual Certification of the 2024 Maintained Mileage Log," and authorize the Chairperson to sign; and
- B) Authorize the Department of Public Works to file the resolution with the District 9 Office of the State of California Department of Transportation.

Motion carried 4-0 with Supervisor Kingsley absent.

Public Works – Whitney Portal Culvert Repair Project Change Order No. 2 & N.O.C./ Reso. No. 2024-14

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

- A) Approve Change Order No. 2 in the amount of \$52,405.75 for additional work performed by Clair Construction, Inc.; and
- B) Approve Resolution No. 2024-14, 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 Whitney Portal Culvert Repair Project," and authorize the Chairperson to sign.

Motion carried 4-0 with Supervisor Kingsley absent.

Public Works – Regional Surface Transportation Program Exchange Funds Agreement/ Reso. No. 2024-15

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

- A) Approve the 2023/2024 Federal Apportionment Program Federal Exchange and State Match Program, Agreement No. X23-5948(109), with the California Department of Transportation in the amount of \$673,353 plus a State match of \$100,000 for a total not-to-exceed amount of \$773,353 and authorize the Chairperson to sign; and
- B) Approve Resolution No. 2024-15, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Approving Agreement X-24 5948(109), Federal Apportionment Exchange Program and State Match Program with the California Department of Transportation (Caltrans)," and authorize the Chairperson to sign.

Motion carried 4-0 with Supervisor Kingsley absent.

Public Works – Crafc0 Inc. Contract & Purchase Authorization

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

- A) Declare Crafc0, Inc of Chandler, AZ the successful bidder for one (1) truck load of Mastic Material and up to six (6) months' rental of an appropriate Kettle per Bid RD24-01; and
- B) Authorize and approve the contract for the purchase of one (1) truckload of mastic

material and the rental of an appropriate Kettle for six months, for a total not-to-exceed amount of \$77,321.40.

Motion carried 4-0 with Supervisor Kingsley absent.

*Public Works –
Cerro Gordo Road
Closure*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve road closures on Cerro Gordo Road between the hours of 7:00 a.m. and 6:00 p.m. on May 25, 2024, for the purpose of the foot race by Silver Pineapple LLC. Motion carried 4-0 with Supervisor Kingsley absent.

*Sheriff –
2024 Rural and Small
Department Violent
Crime Reduction
Program Application*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to authorize the submittal of the Department of Justice FY 2024 Rural and Small Department Violent Crime Reduction Program application. Motion carried 4-0 with Supervisor Kingsley absent.

*Sheriff –
Patrick Leahy
Bulletproof Vest
Program Application*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to authorize the submittal of the U.S. Department of Justice Patrick Leahy Bulletproof Vest Program application for 2024. Motion carried 4-0 with Supervisor Kingsley absent.

*Treasurer-Tax
Collector –
Step E Hiring Approval*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to authorize the hiring of one (1) Office Technician III, Range 63 (\$4,525 - \$5,507), at Step E (\$5,507). Motion carried 4-0 with Supervisor Kingsley absent.

*Board of Supervisors –
Letters to State Fish &
Game Commission and
Legislators*

Supervisors discussed context and content of the proposed letters regarding mountain lion predation and agreed to move forward with sending the correspondence.

Public comment was received from Brian Tillemans.

Moved by Supervisor Orrill and seconded by Supervisor Roeser to approve two letters from the Inyo County Board of Supervisors regarding concerns about mountain lion predation on mule deer and endangered Sierra Nevada bighorn sheep populations: one to the California Fish and Game Commission and the other to Inyo County's State legislators. Motion carried 4-0 with Supervisor Kingsley absent.

*Corr.-Action –
Inyo Council for the
Arts Partnership
Declaration/
Reso. No. 2024-17*

Moved by Supervisor Orrill and seconded by Supervisor Griffiths to approve Resolution No. 2024-17, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Designating Inyo Council for the Arts as the County's Partner to the California Arts Council," and authorize the Chairperson to sign. Motion carried 4-0 with Supervisor Kingsley absent.

*Public Works –
Bishop Airport Badge
Rates and Proposed
Reso. No. 2024-16*

Deputy Public Works Director for Airports Ashley Helms provided information on the identification badging process at the Bishop Airport, explained general requirements of the badging program per Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) regulations, and shared cost analysis information gathered.

Vice Chairperson opened the public hearing at 11:09 a.m. and with no one wishing to speak, closed the public hearing at 11:10 a.m.

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve Resolution No. 2024-16, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Rates for Airport Badges at the Bishop Airport," and authorize the Chairperson to sign. Motion carried 4-0 with Supervisor Kingsley absent.

*Clerk-Recorder –
County Clerk, Recorder
and Registrar of Voters
Fees and Proposed
Ordinance*

Clerk-Recorder Danielle Sexton explained the request to repeal Inyo County Code Chapter 2.14.030, which refers to after-hour fees for the issuance of licenses. Sexton said research by her office shows no record of the service ever having been rendered and as it is an unnecessary service, can be removed from the code.

Sexton also provided information to the Board on a cost analysis performed by her department which determined needed adjustments to the department's fee schedule due to

system and procedural changes.

Vice Chairperson Marcellin opened a public hearing at 11:19 a.m. and asked if there was anyone from the public or Board members wishing to provide comment. The Board thanked staff for their diligence in keeping County records and processes current. The Vice Chairperson closed the public hearing at 11:22 a.m.

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to waive the first reading and adopt Ordinance 1305, titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Establishing, Increasing and Decreasing Fees for the Offices of the Clerk, Recorder and Registrar of Voters and Repealing Inyo County Code Chapter 2.14.030;" Motion carried 4-0 with Supervisor Kingsley absent.

Public Comment

Vice Chairperson Marcellin asked for public comment related to items not calendared on the agenda and there was no one wishing to speak.

Board Member & Staff Reports

CAO Greenberg said he has been working on completing the first draft of the Strategic Plan and the 3rd Quarter Budget Review and attended the After-Action Review for the Cartago fire, and an Eastern Sierra government leaders meeting. Greenberg said he has an upcoming meeting with the Bishop Chamber of Commerce and thanked first-responders for their help on the recent Bishop-area Pleasant Fire.

Supervisor Roeser said she attended a Jobs First meeting in Truckee with CAO Greenberg and thanked him for his work on the initiative. Roeser said she attended meetings with the Buttermilk working-group and the OHV working-group, a regional oversight meeting for Child Support Services, and an Emergency Medical Care Committee meeting.

Adjournment

The Vice Chairperson adjourned the meeting at 11:35 a.m. to 8:30 a.m. Tuesday, May 14, 2024, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

Attest: *NATE GREENBERG*
Clerk of the Board

by: _____
Darcy Ellis, Assistant

MINUTES



County of Inyo Board of Supervisors

May 14, 2024

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:33 a.m., on May 14, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

Closed Session The Chairperson asked for public comment related to closed session items and there was no
Public Comment one wishing to speak.

Closed Session Chairperson Kingsley recessed open session at 8:33 a.m. to convene in closed session with
all Board members present to discuss the following item(s): No. 2 **Conference with
County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding
employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant
Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County
Employees Association (ICEA); Inyo County Probation Peace Officers Association
(ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA).
Unrepresented employees: all. County designated representatives – Administrative Officer
Nate Greenberg, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo,
Assistant County Counsel Christy Milovich, and Assistant Director of Budgets and General
Services Denelle Carrington.

Open Session Chairperson Kingsley recessed closed session and reconvened the meeting in open session
at 10:11 a.m. with all Board members present.

Pledge of Allegiance Supervisor Marcellin led the Pledge of Allegiance.

*Report on Closed
Session* County Counsel Vallejo reported that the Board met under Item No. 2 and said that no action
was taken during closed session that is required to be reported.

Public Comment The Chairperson asked for public comment related to items not calendared on the agenda
and public comment was received from Lauralyn Hundley.

*CAO-Museum –
Fort Independence
Indian Community
Repatriation of Human
Remains* Eastern California Museum Administrator Shawn Lum said that, per the Native American
Graves Repatriation Act, staff had completed an inventory of human remains and determined
a cultural affiliation to the Fort Independence Indian Community of Paiute Indians. Lum
shared the timeline of events which led to a partnership with Fort Independence Tribal
Historical Preservation Officer Sean Scruggs, how the team was able to properly determine
how best to return the human remains to their lineal descendants, and noted the historic
importance of the project as it is the first time Inyo County has returned remains to a Tribe
accepting and claiming them.

TPHO Scruggs thanked the Board for allowing him the opportunity to provide education to
the public on the repatriation process and Museum staff who had assisted in taking careful,
intentional steps to “restore and complete this persons’ journey and perform acts of cultural
healing.”

Public comment was received from Linda Chaplin.

Moved by Supervisor Marcellin and seconded by Supervisor Roeser to approve the de-
accession, transfer, and repatriation of human remains to the Fort Independence Indian
Community as pursuant to the Native American Graves Repatriation Act (NAGPRA). Motion

carried unanimously.

**CAO –
Fiscal Year 2023-2024
Third Quarter Financial
Review**

CAO Greenberg provided a presentation on the 3rd Quarter Financial Report. Additional information was provided by Auditor-Controller Amy Shepherd, Treasurer-Tax Collector Alisha McMurtrie, and Assistant Director of Budget and General Services Denelle Carrington.

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to:

- A) Accept the Fiscal Year 2023-2024 Third Quarter Financial Report as presented;
- B) Approve the specific budget action items and recommendations discussed in the report, and represented 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 2024-2025 Budget Calendar (Attachment C) in regard 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 the Fiscal Year 2024-2025 and present it for approval on June 18, 2024; 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 2023-2024 Budget to reflect changes if needed (*4/5ths vote required*).

Motion carried unanimously.

**CAO –
1st Draft of 2024
Strategic Plan/
Presentation**

CAO Greenberg provided a presentation on the first draft of the Inyo County Strategic Plan, which outlined priority projects, then received input from the Board. He said the plan will be the focus of an evening Board meeting scheduled for July 23.

The Chairperson asked if there was anyone wishing to provide public comment and there was no one wishing to speak.

Public Comment

Chairperson Kingsley asked for public comment related to items not calendared on the agenda and public comment was received from Linda Chaplin.

**Board Member & Staff
Reports**

CAO Greenberg announced that there will be a public meeting at the Bishop Airport tonight to receive public comment on draft environmental documents for the Runway 12/30 Safety Area Improvement Project.

County Counsel Vallejo said that his office recently brought on a new intern to share with the District Attorney's office and said he will be attending an Indian Wells Valley Groundwater Authority meeting tomorrow.

Supervisor Griffiths said he attended the Western Interstate Region Conference and will be attending a grants initiative and a public meeting at Cerro Coso Community College regarding Coyote Flat.

Supervisor Kingsley said he attended the W.I.R. meeting and will be traveling to Monterey County next week for a Rural County Representatives of California Board meeting.

Supervisor Orrill said she attended the W.I.R. Conference and will be preparing for the Mule Days Parade next weekend.

Supervisor Marcellin said he was recently invited to a multi-agency celebration organized by the Bishop Tribe and met with the Bishop Tribal Council.

Adjournment

The Chairperson adjourned the meeting at 12:23 p.m. to 8:30 a.m. Tuesday, May 21, 2024, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant



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

May 21, 2024

Reference ID:
2024-312

Inyo County Office Of Education Stage 1 Childcare Contract

Health & Human Services - Social Services

ACTION REQUIRED

ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

ITEM PRESENTED BY

Morningstar Willis-Wagoner, Deputy Director, Public Assistance and Aging

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, 2024, through June 30, 2025, contingent on the Board approving the 2024-2025 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 able to manage childcare subsidies. Health & Human Services is respectfully recommending your Board approve this contract as a Sole Source for FY 2024/2025, which will ensure continued subsidized childcare services for our CalWORKs families.

FISCAL IMPACT:

Funding Source	Grant Funded (State and Federal funding)	Budget Unit	055800
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Up to \$170,000			
Future Fiscal Year Impacts			
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. The department does not have sufficient staff to add these tasks and would need to hire two additional persons to duplicate the services being provided at Child Care Connection. The County 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. 24-25 Inyo County Office of Education Stage 1 Childcare Agreement

APPROVALS:

Tyler Davis	Created/Initiated - 4/11/2024
Darcy Ellis	Approved - 4/11/2024
Tyler Davis	Approved - 4/18/2024
Anna Scott	Approved - 4/25/2024
Melissa Best-Baker	Approved - 4/25/2024
Grace Chuchla	Approved - 4/25/2024
John Vallejo	Approved - 4/25/2024
Amy Shepherd	Approved - 4/25/2024
Nate Greenberg	Final Approval - 5/14/2024

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 Morningstar Willis-Wagoner, whose title is: HHS Deputy Dir. Public Assistance & Agir. 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, 2024 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 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

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By: Barry D. Simpson
Signature
Barry D. Simpson
Print or Type Name

Dated: 4/22/24

APPROVED AS TO FORM AND LEGALITY:

County Counsel
Grace Weitz

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg
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, 2024 **TO:** June 30, 2025

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, 2024 **TO:** June 30, 2025

SCHEDULE OF FEES:

Funding from Department of Health and Human Services (DHHS) will be used to pay this contract. This is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This contract is a sub-award of the federal award to California Department of Social Services to County of Inyo (EIN 95-6005445). The CFDA number is 93.558-Temporary Assistance for Needy Families. The County of Inyo allocation for July 1, 2024-June 30, 2025 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. Sub recipients 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 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%.

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, 2024 **TO:** June 30, 2025

SEE ATTACHED INSURANCE PROVISIONS

**Attachment: 2024 Insurance Requirements for
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

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, 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.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering 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** 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 Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability** (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
5. **Abuse/Molestation Liability** (Sexual assault and misconduct): Coverage with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. (Provision waived if contract excludes direct service to minors, this is persons under the age of 18 years, or other vulnerable populations.)
6. **Cyber Liability** insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on intellectual property, including but not limited to infringement of copyright, trademark, trade dress, 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, and credit monitoring expenses. (Provision waived if contract excludes access, maintenance, or transmission of client or County medical, financial, or personnel records.)

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:

**Attachment: 2024 Insurance Requirements for
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

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 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.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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.

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. The 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 Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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: 2024 Insurance Requirements for
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

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. **All certificates and endorsements and copies of all 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.

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

May 21, 2024

Reference ID:
2024-325

California Indian Legal Services (CILS) Contract Health & Human Services - ESAAA ACTION REQUIRED

ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

ITEM PRESENTED BY

Morningstar Willis-Wagoner, Deputy Director, Public Assistance and Aging

RECOMMENDED ACTION:

Approve the contract with California Indian Legal Services (CILS) 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 \$80,000 for the period July 1, 2024 through June 30, 2028, contingent upon the Board's adoption of future budgets.

BACKGROUND / SUMMARY / JUSTIFICATION:

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. The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort and no other legal services providers are locally available to provide these essential services. 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.

FISCAL IMPACT:

Funding Source	Grant Funded (Federal funding)	Budget Unit	683000
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Up to \$80,000 for the period July 1, 2024 through June 30, 2028.			
Future Fiscal Year Impacts			
Up to \$80,000 for the period July 1, 2024 through June 30, 2028.			
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

ATTACHMENTS:

1. 24-28 CA Indian Legal Services Contract

APPROVALS:

Tyler Davis	Created/Initiated - 4/19/2024
Darcy Ellis	Approved - 4/22/2024
Tyler Davis	Approved - 4/22/2024
Anna Scott	Approved - 4/25/2024
Melissa Best-Baker	Approved - 4/25/2024
Christian Milovich	Approved - 5/13/2024
John Vallejo	Approved - 5/16/2024
Amy Shepherd	Approved - 5/16/2024
Nate Greenberg	Final Approval - 5/16/2024

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, 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 Morningstar Willis-Wagoner, whose title is: Dep. Director Public Assistance & Aging. 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, 2024 to June 30, 2028 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 Eighty Thousand Dollars

(\$ 80,000.00) (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	
Health and Human Services	Department
<u>1360 N Main St.</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
California Indian Legal Services	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 Services 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: Heather Hostler
Signature

Heather Hostler, Executive Director

Print or Type Name

Dated: April 25, 2024

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Christian E. Milovich

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg
County Risk Manager

ATTACHMENT A

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

TERM:

FROM: July 1, 2024 **TO:** June 30, 2028

SCOPE OF WORK:

Pursuant to this Agreement, CONTRACTOR shall 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 (defined as age 60 or older), by attorneys licensed and in good standing to practice law in the State of California. Law students, paralegals, paralegal interns, and attorneys not licensed in California employed by Contractor and lay advocates associated with Contractor 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 trainings provided or sponsored by the State relevant to the subject areas of legal assistance.

CONTRACTOR shall work collaboratively to reach concurrence with Easter 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 shall comply with applicable requirements of the Older Americans Act (OAA), as outlined in the California Statewide Guidelines for Legal Assistance (attached hereto and incorporated herein).

CONTRACTOR shall provide education about and assistance with substantive legal issues of concern to older adults 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 and 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 the California Statewide Guidelines (issued by the California Department of Aging), with specific focus on those identified in the most recent Needs Assessment conducted by the Eastern Sierra Area Agency on Aging (ESAAA). Those issues include:

1. Matters involving probate, wills, estate planning, public benefits, landlord-tenant issues or other related matters
2. Matters involving financial management, detecting and avoiding frauds and scams, credit cards, debt or taxes

ATTACHMENT B

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

TERM:

FROM: July 1, 2024 **TO:** June 30, 2028

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 purpose 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 recipient who do not have 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 one of the four years in the contract period.

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 _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

**Attachment: 2024 Insurance Requirements for
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

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, 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.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering 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** 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 Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
5. **Abuse/Molestation Liability (Sexual assault and misconduct):** Coverage with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. *(Provision waived if contract excludes direct service to minors, this is persons under the age of 18 years, or other vulnerable populations.)*
6. **Cyber Liability** insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on intellectual property, including but not limited to infringement of copyright, trademark, trade dress, 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, and credit monitoring expenses. *(Provision waived if contract excludes access, maintenance, or transmission of client or County medical, financial, or personnel records.)*

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:

**Attachment: 2024 Insurance Requirements for
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

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 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.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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.

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. The 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 Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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: 2024 Insurance Requirements for
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

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. **All certificates and endorsements and copies of all 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.

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.

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**

TABLE OF CONTENTS

I.	Preface	3
II.	Definitions	4
III.	Mission Statement	8
IV.	Program Purpose	8
V.	Target Populations	9
VI.	Priority Legal Issues	10
VII.	Mechanisms for Reaching Target Groups and Addressing Priority Issues	11
VIII.	Providers' Roles and Responsibilities	13
	A. General Expectations	13
	B. Staff Expectations.....	13
	C. Other Provider Expectations	13
	D. Coordination with the Long-Term Care Ombudsman Program	15
	E. Other Coordination Expectations ..	16
	F. Ethical Guidelines for Providers.....	16
IX.	Area Agency on Aging Roles and Responsibilities	18
	A. General Area Agency on Aging Expectations	18
	B. Specific Area Agency on Aging Expectations	18
	C. Coordination, Training and Support Responsibilities ...	19
	D. Ethics and Confidentiality.....	19
X.	State Unit of Aging Roles and Responsibilities	20
	A. General State Expectations	20
	B. Other Expectations.....	20

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,

California Statewide Guidelines for Legal Assistance

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 1118 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 these 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 111-8 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 1118 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).



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

May 21, 2024

Reference ID:
2024-320

UC Davis Social Services Training Contract Health & Human Services - Social Services ACTION REQUIRED

ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

ITEM PRESENTED BY

Morningstar Willis-Wagoner, Deputy Director, Public Assistance and Aging

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, 2024 through June 30, 2025, contingent upon the Board's adoption of the FY 2024-25 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 a local facility, 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 technical Social Services program needs, but also related to professional employee development, management and supervision development and project management, as well as increase training opportunities for local resource families, formerly referred to as foster parents. Social Services coordinates and mutually shares training when feasible with Mono County Social Services, as well as invite other Inyo County departments to any relevant training.

This contract is coming before your Board with request for approval contingent on all signatures being obtained because the contractor requested the County sign prior to their final execution.

FISCAL IMPACT:

Funding Source	Grant Funded (State and Federal reimbursement) and Social Services Realignment	Budget Unit	055800
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			

N/A
Future Fiscal Year Impacts
\$118,575 for the period between July 1, 2024 and June 30, 2025
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:

- 24-25 UC Davis Training Services Agreement

APPROVALS:

Tyler Davis	Created/Initiated - 4/16/2024
Darcy Ellis	Approved - 4/23/2024
Tyler Davis	Approved - 4/23/2024
Anna Scott	Approved - 4/25/2024
Melissa Best-Baker	Approved - 4/25/2024
John Vallejo	Approved - 5/7/2024
Grace Chuchla	Approved - 5/7/2024
Amy Shepherd	Approved - 5/7/2024
Nate Greenberg	Final Approval - 5/14/2024

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, 2024 and continue through June 30, 2025. All courses must be completed by June 30, 2025.
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
Michell Franklin
Program Director
Continuing & Professional Education
University of California, Davis
463 California Drive
Davis, CA 95616
E-mail: mtfranklin@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 Drive
Davis, CA 95616
E-mail: UCDE-
CTS@ou.ad3.ucdavis.edu

ADDITIONAL USER
Morningstar Willis-Wagoner
Deputy Director
Inyo County
Health and Human Services
1360 N Main Street
Bishop, CA 93514
E-mail: mwagoner@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.

[Signatures on next page]

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AGREED AND ACCEPTED:

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

**INYO COUNTY
HEALTH AND HUMAN SERVICES**

By: _____

Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis

Date: _____

By: _____

(authorized signatory)

Print Name: _____

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	\$127,500.0	Total Contract Amount
		(\$8,925.00)	Less CPE 7% Cost Share
		\$118,575.00	Total User 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

May 21, 2024

Reference ID:
2024-340

Community Care Expansion Program Funding Agreement Amendment No. 1 Health & Human Services ACTION REQUIRED

ITEM SUBMITTED BY

Timothy Whitney, Innovations and Grant Manager

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve Amendment No.1 to the Community Care Expansion (CCE) Program Funding Agreement (PFA) between the County of Inyo and Horne LLP of Ridgeland, MS to extend the funding expenditure deadlines for Capitol Projects funding from December 31, 2026 to October 31, 2028, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Community Care Expansion Preservation Project (CCE-CP) is part of the Behavioral Health Continuum Infrastructure Project (BHCIP) and has provided grant funding to increase and expand behavioral health treatment resources, including facility infrastructure. The funds from this grant will be utilized at Progress House in Bishop to increase their capacity to serve clients in a more effective and efficient manner, through upgrade and remodeling of the kitchen and dining areas.

Inyo County received an allocation of \$203,113 to be used for Capitol Projects and will use the funding to remodel the Bishop Wellness Center kitchen.

The Board approved the Community Care Expansion Program Funding Agreement in December 2023. A PFA Amendment has been released that requires Board approval in order to recognize that the state has extended expenditure deadlines for the Capitol Projects funding from December 31, 2026 to October 31, 2028, allowing the county more time to complete the Wellness Center kitchen remodel project. HHS respectfully requests your Board's approval of the PFA Amendment.

FISCAL IMPACT:

Funding Source	Grant Funded (State)	Budget Unit	045200
Budgeted?	Yes	Object Code	
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			

Future Fiscal Year Impacts

\$203,113. These funds will be budgeted and spent in FY 24/25.

Additional Information**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Failure to sign the PFA amendment will lead to the loss of CCE grant funding, consequently halting progress on the Wellness Center kitchen remodel project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Inyo County Program Funding Agreement
2. Community Care Expansion Program Funding Agreement Amendment No. 1

APPROVALS:

Timothy Whitney	Created/Initiated - 4/25/2024
Darcy Ellis	Approved - 4/25/2024
Melissa Best-Baker	Approved - 4/26/2024
Anna Scott	Approved - 5/14/2024
John Vallejo	Approved - 5/14/2024
Amy Shepherd	Approved - 5/14/2024
Nate Greenberg	Final Approval - 5/14/2024

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 December 2023 an order was duly made and entered as follows:

*HHS –
CCEP Program
Funding Agreement*

Moved by Supervisor Orrill and seconded by Supervisor Griffiths to:

- A) Approve the agreement between the County of Inyo and Horne LLP (Horne) of Ridgeland, MS for an amount not to exceed \$203,113.00 for the period of December 1, 2023 through December 31, 2024, for the Community Care Expansion Preservation Program, contingent upon the Board's approval of future budgets; and
- B) Authorize the HHS Director, to sign the agreement, certification regarding lobbying and the CDSS Confidentiality and Information Security requirement, and authorize Chief Information Officer to sign the CDSS Confidentiality and Information Security requirement.

Motion carried unanimously.

Routing
CC Purchasing Personnel Auditor CAO Other: HHS DATE: December 15, 2023

WITNESS my hand and the seal of said Board this 12th
Day of December, 2023



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg".

By: _____



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

December 12, 2023

Reference ID:
2023-4292

Community Care Expansion Preservation Program Funding Agreement Health & Human Services ACTION REQUIRED

ITEM SUBMITTED BY

Timothy Whitney, Innovations and Grant Manager

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and Horne LLP (Horne) of Ridgeland, MS for an amount not to exceed \$203,113.00 for the period of December 1, 2023 through December 31, 2024, for the Community Care Expansion Preservation Program, contingent upon the Board's approval of future budgets and authorize Anna Scott, HHS Director to sign the agreement, Certification regarding lobbying and the CDSS Confidentiality and Information Security requirement and authorize Chief Information Officer to sign the CDSS Confidentiality and Information Security requirement.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Community Care Expansion Preservation Project (CCE-CP) is part of the Behavioral Health Continuum Infrastructure Project (BHCIP) and has provided grant funding to increase and expand behavioral health treatment resources, including facility infrastructure. The funds from this grant will be utilized at Progress House in Bishop to increase their capacity to serve clients in a more effective and efficient manner, through upgrade and remodeling of the kitchen and dining areas.

In June 2023, the Board approved this same agreement with Advocates for Human Potential (AHP), a third-party administrator (TPA) for the California Department of Social Services. Soon after the initial agreement was approved, AHP notified us that they were no longer the TPA and Horne would be contacting us to continue the project. Horne is the new CDSS TPA and has been working diligently to identify which contracts were signed and how to proceed with the projects. Since Inyo's original CCE-CP contract was not fully executed before the transition from AHP to Horne, we are requesting the Board approve this new contract.

FISCAL IMPACT:

Funding Source	Grant Funded	Budget Unit	045200
Budgeted?	Yes	Object Code	4498
Recurrence	One-time grant		
Current Fiscal Year Impact			

Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the agreement resulting in the declination of funds that would result in ability to do kitchen remodel.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Public Works

ATTACHMENTS:

1. CCE Preservation Program Funding Agreement

APPROVALS:

Timothy Whitney	Created/Initiated - 11/6/2023
Melissa Best-Baker	Approved - 11/29/2023
Darcy Ellis	Approved - 11/30/2023
Anna Scott	Approved - 11/30/2023
John Vallejo	Approved - 11/30/2023
Amy Shepherd	Approved - 12/6/2023
Nate Greenberg	New -

**PROGRAM FUNDING AGREEMENT
COMMUNITY CARE EXPANSION PRESERVATION PROJECTS**

SUMMARY COVER SHEET

Program Funding
Agreement ID

Program Agreement December 21, 2023
Effective Date:

Program Funding **HORNE LLP (Horne)**
Agreement Manager: 661 Sunnybrook Rd., Suite 100, Ridgeland, MS 39157
Tel: 916.398.4797

Horne Contracting Officer: Anna Stroble
Anna.Stroble@horne.com

Horne Project Director: Geoffrey Ross
Geoffrey.Ross@horne.com

Horne Direct Staff Contact: Dania Khan
Dania.Khan@horne.com

County: **INYO COUNTY ("County")**
ATTN: Anna Scott, Assistant Director, Department of Health and
Human Services
Address: 1360 N. Main Street, Bishop, CA 93514
Phone: 760-873-3305
email address: HHS-Admin@nyocounty.us

Prime Contract **California Department of Social Services**
Identification: **Agreement No.: 22-3100**
Contract Title: *Community Care Expansion Preservation Program*

Contract Type: Deliverable Based Type Contract

Base Period of Operating Subsidy Payment funds: Effective Date of Agreement
Performance: through June 30, 2029

Capital Project Funds: Effective Date of Agreement through
December 31, 2026

Consideration/Budget: Facility Preservation and Renovation Not to Exceed: \$203,113.00 for
Capital Project funds

Program Funding Agreement Cover Sheet
(This Page is not part of the Program Funding Agreement
and is for Summary/Reference Purposes Only)

This Program Funding Agreement (the “Agreement”) is entered into December 21, 2023 (the “Effective Date”), by and between **HORNE LLP**, a Delaware limited liability company, with offices located at **661 Sunnybrook Rd., Suite 100, Ridgeland, MS 39157** (“**Horne**”), and **INYO COUNTY**, a political subdivision of the State acting through its Department of Health and Human Services (Designated Department for Administration of Program) with offices at **1360 N. Main Street, Bishop, CA 93514** (“**Inyo**” or “**County**”). Horne and County may be referred to separately as a “Party” or collectively as “Parties.”

RECITALS

1. Horne entered into an agreement with the State of California (the “State”) through the California Department of Social Services (“CDSS”) to facilitate program funding awards and provide services to CDSS as the third-party administrator of the CDSS Community Care Expansion Preservation Program (“Program”). The agreement between CDSS and Horne shall hereinafter be referred to as the “Prime Contract” or “CDSS Contract”;
2. The purpose of the Program is to preserve and avoid the closure of licensed residential adult and senior care facilities that serve applicants and recipients of Supplemental Security Income/State Supplementary Payment and Cash Assistance Program for Immigrants (“Qualified Residents”), with a priority for individuals experiencing or at risk of homelessness (“Prioritized Population”);
3. Pursuant to the requirements of the Program and CDSS guidelines, counties are to use their allocation of program funds to preserve the capacity of eligible residential adult and senior care settings as well as increase the acceptance of new Qualified Residents by providing operating subsidy payments (“Operating Subsidy Payments” or “OSP”) and funding capital projects addressing critical repairs, required upgrades, and ensuring that facilities are compliant with licensing standards (“Capital Projects”), with the goal of preventing closures and preserving beds in existing licensed facilities;
4. In response to that certain Notice of Funding Availability issued by Horne on behalf of CDSS on or about June 10, 2022 (the “NOFA”) for the Program, and the All County Welfare Directors Letter (“ACWDL”) dated December 14, 2022 (collectively referred to as “Funding Letters”), County elected to receive its noncompetitive allocation of \$203,113.00 for the purpose of funding Operating Subsidy Payments and/or Capital Projects (“Program Funds”) and has submitted to Horne an Implementation Plan (“Implementation Plan”) for the administration and disbursement of the Program Funds to existing licensed adult and senior care facilities serving Qualified Residents; and;
5. This Agreement sets forth the terms and conditions of Horne’s administration and management of the Program Funds and County’s duties and obligations related to its receipt of Program Funds. Capitalized terms not defined herein shall have the meanings ascribed thereto in the California Welfare and Institutions Code sections 18999.97 – 18999.98.

NOW, THEREFORE, based upon the foregoing, and in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

ARTICLE 1.
AUTHORITY

California Assembly Bill 172 (Chapter 696, Statutes of 2021) (“AB 172”) added sections 18999.97-18999.98 to the Welfare and Institutions Code, providing the statutory basis for the Program and California Senate Bill 129 (Chapter 69, Statutes of 2021), the Budget Act of 2021, and California Assembly Bill 178 (Chapter 45, Statutes of 2022), Budget Act of 2022, provide the funding for the Program. CDSS issued the Funding Letters and Horne publishes Funding Letters on behalf of CDSS and provides technical assistance, general training and support to counties on administration, disbursement and monitoring of the Program Funds, as well as administration and fund management to CDSS.

This Agreement is entered under the authority of and in furtherance of the Program. This Agreement is the result of the County’s election to accept its allocation of Program Funds and County’s submission of an Implementation Plan which is subject to Horne and CDSS review and approval.

This Agreement hereby incorporates by reference County’s approved Implementation Plan, as well as any report prepared by Horne in reliance on the representations and descriptions included in that Implementation Plan. This Agreement is governed by the following (collectively, the “Program Requirements”), and each of the following, as amended and in effect from time to time, is hereby incorporated by this reference as if set forth herein in full:

- 1.1 AB 172 (Chapter 696, Statutes of 2021), including any subsequent amendments to the statutes contained therein;
- 1.2 California Welfare and Institutions Code sections 18999.97 – 18999.98;
- 1.3 The NOFA, in the form attached to this Agreement as Attachment D issued on our about June 10, 2022; and the ACWDL dated December 14, 2022;
- 1.4 Guidance issued by CDSS regarding the Program;
- 1.5 Program Guidelines, or Program Manuals, as adopted by CDSS, and as may be amended from time to time;
- 1.6 The award letter(s) issued by Horne to County (“Award Letter”) attached to this Agreement as Attachment E; and
- 1.7 All other applicable law, including, but not limited to, California Labor Code statutes applicable to public works projects.

County is solely responsible and liable for County and County’s subcontractors’ performance and compliance with this Agreement, the above-referenced Program Requirements, and all other local, state, and federal laws applicable to the Project. For any provision within the Agreement

where a County uses a subcontractor to meet or partially meet the requirements, duties, or obligations of the provision, the term “County,” if used in the provision, includes the subcontractor, as applicable.

ARTICLE 2.
TERM

- 2.1 This Agreement shall commence on the Effective Date and shall expire automatically on June 29, 2029 (the “Expiration Date”), which Expiration Date may be extended by Horne or CDSS. The period from the Effective Date through the Expiration Date shall be referred to herein as the “Term”, unless earlier terminated by Horne or CDSS or assigned to CDSS pursuant to Section 2.3 below.
- 2.2 Upon the expiration of the Term, there shall be no extension or renewal of the Term of this Agreement, unless the Parties and CDSS otherwise agree in writing.
- 2.3 In the event that the Term of this Agreement is not extended, renewed, or terminated early, and either Party hereto shall have a material obligation to the other Party by the terms of this Agreement, which shall not be satisfied on or before the Expiration Date, all of Horne’s rights and obligations under this Agreement shall be assigned to CDSS, if directed by CDSS, effective June 29, 2029, at 11:59 p.m Pacific time. Each of the Parties hereto acknowledges and agrees that upon the occurrence of an assignment pursuant to this Section 2.3, such an assignment shall be effective without any further action by either Party hereto, or CDSS, and from and after the date of such an assignment: (i) CDSS shall be a Party to this Agreement and shall have all rights and obligations of Horne hereunder, and (ii) Horne shall cease to be a Party to this Agreement and shall be released from its obligations hereunder. Upon the occurrence of such assignment, the Term of this Agreement shall be extended automatically for a period of one (1) year and shall expire without any further action by either County or CDSS, unless County and CDSS otherwise agree in writing.
- 2.4 In the event that the Prime Contract is terminated or amended in a manner removing Horne from responsibility as a Party to this Agreement, and either Party hereto shall have a remaining obligation to the other Party by the terms of this Agreement, which shall not be satisfied on or before the Expiration Date, all of Horne’s right and obligations under this Agreement shall be assigned automatically to CDSS effective upon the date of the termination or amendment.
- 2.5 Notwithstanding the foregoing or anything to the contrary contained herein, Horne and/or CDSS shall have the termination rights as set forth in Article 7, and Article 8, of this Agreement.

ARTICLE 3.
PROGRAM FUNDS AND DISBURSEMENT

- 3.1 **Purpose.** The County has been awarded the Program Funds in the amount set forth in this Agreement to be used solely for the purposes set forth in this Agreement and as detailed in the Implementation Plan and for no other purposes. The County shall be responsible for administering and disbursing the Program Funds for purposes that are consistent with the Program Requirements. The County may disburse Program Funds to Eligible Recipients (as defined below) for OSP and/or for Capital Projects. Program Funds awarded for OSP may not be commingled with Program Funds awarded for Capital Projects, and vice versa. The County is obligated to develop an application, allocation methodology and award process for Eligible Recipients consistent with the terms of this Agreement. Program Funds shall be disbursed only upon satisfaction of the requirements of this section.
- 3.2 **Conditions of Disbursement.** Within thirty (30) calendar days of the delivery to Horne of a fully executed Agreement, Horne shall disburse to the County twenty-five percent (25%) of the total amount of Program Funds awarded to the County (“Advance Disbursement”), which funds are to be used by the County in accordance with this Agreement. County shall submit proof of expenditures applied against the Advance Disbursement no later than (30) days after the end of each calendar quarter. In no event shall further Program Fund disbursements be made by Horne to County until after the Advance Disbursement has been exhausted and County has provided proof of expenditures applied against the Advance Disbursement. Such proof of expenditures shall be in a form approved by Horne and shall include any documentation requested by Horne to evidence the County’s expenditures of funds, consistent with the terms of this Agreement. After the Advance Disbursement has been exhausted, disbursements shall be made by written request in a form approved by Horne and shall include any documentation requested by Horne to evidence the County’s expenditures of funds, including Match Funds as described in Section 5.6, consistent with the terms of this Agreement (“Disbursement Request”).

Disbursements are subject to the following:

- 3.2.1 County shall submit Disbursement Requests no more than once per calendar quarter, unless additional Disbursement Requests are permitted pursuant to section 3.2.4.
- 3.2.2 Disbursement Requests shall be submitted no earlier than the last day of each calendar quarter and no later than thirty (30) days following the last day of each calendar quarter.
- 3.2.3 Program Funds will be disbursed to the County for costs incurred for the Project within thirty (30) days of receipt of a complete Disbursement

Request for Program Funds, provided such Disbursement Request is approved by Horne or its designee.

- 3.2.4 Other than the Advance Disbursement, all disbursements shall be based on actual expenditures incurred by the County. The County may submit requests for additional advance disbursements upon providing to Horne evidence of good cause for the additional advance disbursement, and Horne shall provide said request to CDSS for approval. Any approval or disapproval of a disbursement request for an advance disbursement is within the sole discretion of CDSS. In no event shall the balance of advance disbursements exceed 25% of the total Program Fund amount.
- 3.2.5 Disbursement Requests shall identify the purpose of the use of funds, whether for OSP or Capital Projects or both, and shall delineate items allocated to OSP or Capital Projects, if applicable.
- 3.2.6 Within ninety (90) days of the final Disbursement Request, the County shall provide Horne with (i) a reconciliation showing all expenditures made with Program Funds, including those made with the Advance Disbursement, (ii) documentation of the expenditure of all Match Funds, and (iii) any documentation or evidence requested by Horne to support such expenditures.
- 3.3 Documentation of Match Funds. Match Funds contributed pursuant to Article 5, Section 5.6 of this Agreement shall be reported with each Disbursement Request. In the event the Match Funds are an in-kind contribution in lieu of cash, including Project expenses incurred prior to the Effective Date (the "Sunk Costs"), the value of such in-kind contribution must be approved by Horne. All Match Funds must be expended prior to submitting the final Disbursement Request.
- 3.4 Disbursement of Program Funds to Eligible Recipients. The County shall be responsible for disbursement of Program Funds to Eligible Recipients. The County shall follow its standard procurement, invoicing, and reimbursement processes for the disbursement of Program Funds, consistent with the terms and conditions of this Agreement.
- 3.5 Additional Considerations for Program Funds Used For Capital Projects. The County shall be responsible for ensuring that Eligible Recipients comply with all construction requirements, including that Eligible Recipients comply with California Prevailing Wage laws (California Labor Code section 1720 et seq.), all permitting requirements of the local jurisdiction and any other governmental or Program Requirements. The County shall require that all facilities receiving Program Funds for Capital Projects undertaking a construction project costing more than One Million Dollars (\$1,000,0000) shall obtain payment and performance bonds. Any exception to the requirement to obtain payment and performance bonds must be approved by Horne or CDSS.

ARTICLE 4.
ELIGIBLE RECIPIENTS AND EXPENDITURES

The County shall disburse Program Funds to Eligible Recipients for the uses set forth below. In awarding Program Funds, the County shall prioritize facilities with the highest risk of closure and facilities with the highest percentage of Qualified Residents.

- 4.1 Eligible Recipients. Program Funds shall only be disbursed by the County to facilities meeting all of the following eligibility criteria (“Eligible Recipients”):
- 4.1.1 An existing licensed Adult Residential Facility as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; Residential Care Facility for the Elderly, as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or a Residential Care Facility for the Chronically Ill as defined in Title 22, section 87801(r)(5) of the California Code of Regulations.
 - 4.1.2 Currently serving at least one Qualified Resident.
 - 4.1.3 In good standing with the Community Care Licensing Division or, if the facility is not in good standing, providing a certification that the Program Funds will bring the facility into good standing.
 - 4.1.4 Has agreed to continue to serve Qualified Residents.
 - 4.1.5 Has agreed to prioritize applications from Qualified Residents who are part of the Prioritized Population.
 - 4.1.6 Has agreed to remain in good standing with Community Care Licensing Division.
 - 4.1.7 Has agreed to use the Program Funds disbursed for the uses set forth below in Section 4.3 if Program Funds are used for OSP or Section 4.5 if the Program Funds are used for Capital Projects.
- 4.2 Additional Criteria for Eligible Recipients of OSP. In addition to the criteria for Eligible Recipients set forth in Section 4.1, recipients of Program Funds for OSP must also meet the following criteria:
- 4.2.1 Have a monthly or annual operating cash flow gap that places the facility at risk of closure or risk of reducing the number of beds for Qualified Residents.
 - 4.2.2 Have recorded a deed restriction on the facility or property requiring that the facility continue to provide licensed adult and senior residential care for a minimum duration equal to at least the term of the agreement between the County and Eligible Recipients to fund the OSP.

4.2.3 The duration of the agreement between the County and Eligible Recipients to fund the OSP is the period of time in which the County will be providing Program Funds for OSP to any Eligible Recipients within the County.

4.3 Eligible and Ineligible Uses of Program Funds for OSP. Program Funds used for OSP may be used to cover operating costs associated with the day-to-day physical operation of the Eligible Recipient's facility related to the Qualified Residents, including covering costs of utilities, maintenance and repair, staff and payroll costs, marketing, leasing, taxes and insurance, office supplies, accounting, and strategic planning. Examples of eligible uses are set forth in section 205 of the NOFA. Program Funds used for OSP may not supplant other funding awarded or otherwise dedicated from existing local, state, or federal programs and grants supporting Qualified Residents and may not supplant the Qualified Residents' payments to the Eligible Recipient. Program Funds cannot be used for costs that are not related to operations, distributions to the facility owners, to pay tort claim liabilities, or to pay costs associated with a change of ownership. The County shall be responsible for ensuring that Program Funds are used for eligible purposes consistent with the Program Requirements and this Agreement.

4.4 Additional Criteria for Capital Project Eligible Recipients. In addition to the criteria for Eligible Recipients set forth in Section 4.1, recipients of Program Funds for Capital Projects must also meet the following criteria:

4.4.1 Have a gap in their financial ability to make needed repairs or upgrades, placing the facility at risk of closure or reducing the number of beds available for Qualified Residents.

4.5 Eligible and Ineligible Uses of Program Funds for Capital Projects. Program Funds used for Capital Projects are to be used for physical repairs and upgrades to an Eligible Recipient's facility, inside or outside the facility within the property line of the facility. Examples of eligible uses are set forth in section 205 of the NOFA. Program Funds used for Capital Projects may not supplant any existing funds used to support the prioritized population. Program Funds for Capital Projects shall not be used for repairs to foundations of leased facilities, projects that would expand or create new usable space, the provision of services, or for operating costs.

ARTICLE 5. **PROGRAM IMPLEMENTATION REQUIREMENTS**

5.1 The County is responsible for the administration, disbursement, and monitoring of the Program Funds in accordance with the terms of this Agreement and the Program Requirements. Implementation requirements include the requirements in Sections 5.2-5.7.

- 5.2 Application Process. The County shall establish an application process for Eligible Recipients that addresses the Program priorities and goals. The application and funding selection process shall assess Eligible Recipients' financial capacity, and ability to adhere to the Program Guidelines, including ensuring that Eligible Recipients have sufficient staff capacity and financial resources to manage the facility. The County funding shall be distributed geographically throughout the County to the extent feasible.
- 5.3 Monitoring. The County is responsible for monitoring use of Program Funds to ensure that Program Funds are only used for eligible uses in a manner consistent with the Program Guidelines. The County procedures must include a corrective action plan for assessing the risk of activities, projects, and for monitoring facilities to ensure that Program Requirements are met. The County is responsible for taking appropriate action in the event that Eligible Recipients fail to use the Program Funds for eligible uses or fail to perform. The County may subcontract any of its obligations to a third party, but the County remains responsible for the obligations in this Agreement.
- 5.4 OSP Agreements. The County shall enter into written agreements with Eligible Recipients of Program Funds used for OSP, which at a minimum shall include (i) the Eligible Recipient's reporting obligations; (ii) the requirement that the Eligible Recipient respond to requests for information from Horne and CDSS; (iii) the eligible uses of the Program Funds; (iv) the conditions under which Program Funds will be disbursed; (v) the method of disbursement; (vi) a requirement that the facility be deed restricted to provide licensed adult and senior residential care for a minimum duration equal to the term of the agreement between the County and the Eligible Recipient for the use of Program Funds for OSP; (vii) conditions for the repayment of Program Funds or cancellation of future disbursement of Program Funds; (viii) a requirement that the Eligible Recipient provide an annual audit within ninety (90) days of the end of the fiscal year, if applicable; (ix) a requirement to report material changes, such as changes in key staff or litigation against the Eligible Recipient or the facility, within thirty (30) days of such occurrence; (x) a requirement that the Eligible Recipient indemnify the County; and (xi) such other provisions required by Horne or CDSS. County may include other requirements in its the agreement with Eligible Recipients of Program Funds used for OSP.
- 5.5 Capital Project Agreements. The County shall enter into written agreements with Eligible Recipients of Program Funds for Capital Projects which at a minimum shall include (i) the Eligible Recipients reporting responsibilities; (ii) the requirement that the Eligible Recipient respond to requests for information from Horne and CDSS; (iii) the allowed use of the Program Funds; (iv) the conditions for disbursement of the Program Funds; (v) the method of disbursement for the Program Funds; (vi) any procurement and bidding requirements, including, but not limited to, requirements to pay prevailing wage pursuant to California Labor Code section 1720 et seq.; (vii) conditions for repayment of the Program Funds or the cancellation of future disbursements; (viii) a requirement that the Eligible

Recipient provide an annual audit within ninety (90) days of the end of the fiscal year, if applicable; (ix) a requirement to report material changes, such as changes in key staff or litigation against the Eligible Recipient or the facility within thirty (30) days of such occurrence; (x) a requirement that the Eligible Recipient indemnify the County; (xi) if part of the County requirements, a requirement that the Eligible Recipient enter into a deed restriction to provide licensed residential care to Qualified Residents for a term determined by the County; and (xii) such other provisions required by Horne or CDSS. County may include other requirements in its agreement with Eligible Recipients of Program Funds used for Capital Projects.

- 5.6 Capital Project Program Fund Match. The County is required to match at least ten percent (10%) of the Program Funds for Capital Projects allocated to the County (the "Match Funds"). The County shall provide evidence to Horne of the contribution of Match Funds either in the form of cash or in-kind contributions as outlined in Article 3. Match Funds may be from the County or provided by an Eligible Recipient. In-kind Match Funds may be in the form of Sunk Costs directly related to the Capital Project, or costs directly related to the Capital Project that have already been incurred and cannot be recovered, and evidenced with documentation of paid invoices for professional services related to preconstruction of the specific Capital Project, as approved by Horne or CDSS on a case-by-case basis. In-kind Match Funds may also include donations of professional design-build services or materials directly related to the Capital Project. Any Match Funds claimed under Sunk Costs must supplement, not supplant, other fund sources. The provision of services and funds derived from the State general fund cannot be used in satisfaction of the required contribution of Match Funds.
- 5.7 Deed Restriction or Regulatory Agreement. The County must require Eligible Recipients receiving Program Funds for OSP to record a deed restriction or regulatory agreement on the funded facility requiring that the facility continue to provide licensed residential adult and senior care for a minimum duration equal to the term of the agreement between the County and Eligible Recipient for funding OSP. The deed restriction must be recorded on the title to the property upon which the facility is located before the County disburses any funds. If the Eligible Recipient leases the facility or property, the deed restriction must be signed by both the Eligible Recipient and the owner of the fee interest in the property and recorded against both the fee interest in the property and the leasehold. The County may, at its election, require deed restrictions for Capital Projects.

ARTICLE 6. **FISCAL ADMINISTRATION**

- 6.1 The County shall be responsible for managing the Program Funds in compliance with the Program Requirements. The County is responsible for ensuring that Program Funds are used in accordance with the terms of this Agreement and the Program Requirements. The County is not required to establish a separate

account for Program Funds but must establish a separate fund and must monitor all expenditures from the fund to ensure funds are only used for Program purposes. All interest earned from Program Funds shall be used for purposes consistent with the terms of this Agreement and segregated from other County funds. Minimum requirements for the management of Program Funds include the following:

- 6.1.1 The County, by signing this Agreement, attests that it has the capacity and ability to manage the application, disbursement, and monitoring of the Program Funds required by this Agreement and the Program Requirements.
- 6.1.2 The County shall include in its program requirements that all Eligible Recipients are assessed for financial feasibility and ability to comply with the Program Requirements.
- 6.1.3 The County shall comply with all disbursement procedures for the Program Funds set forth in the County's Implementation Plan or as otherwise approved by CDSS.
- 6.1.4 The County shall assign the necessary staff to monitor the use of Program Funds, ensure adherence to the Program Requirements, and monitor ongoing compliance with Program Requirements for the duration of any deed restriction required by this Agreement or the Term of this Agreement, whichever is longer, or required by the County.
- 6.1.5 The County shall ensure that recipients of Program Funds for Capital Projects comply with State Labor Code section 1720 et seq. (State Prevailing Wage).
- 6.1.6 The County shall comply with any reporting and record retention requirements in the Program Requirements or this Agreement.
- 6.2 Any Program Funds that have been disbursed to the County but have not been expended by the expiration of the Period of Performance set forth in the Summary Cover Sheet must be returned to CDSS with accrued interest within thirty (30) calendar days after the expiration of the Period of Performance in accordance with directions provided by CDSS. County shall not be entitled to any disbursement of Program Funds after expiration of the Period of Performance and any such undisbursed funds will be retained by CDSS.
- 6.3 The County shall not expend more than fifteen percent (15%) of the Program Funds on County administrative costs.

ARTICLE 7.
DEFAULT AND REMEDIES

- 7.1 **Event of Default.** Any of the following, after notice to County by Horne or CDSS, provided in accordance with the notice requirements of this Agreement, and expiration of any applicable cure period, shall constitute an Event of Default under this Agreement:
- 7.1.1 The County's failure to timely satisfy each or any of the conditions set forth in this Agreement, or the Award Letter.
 - 7.1.2 The County's violation of any of the Program Requirements.
 - 7.1.3 Horne's or CDSS's determination of the following:
 - 7.1.3.1 The County has concealed any material fact from Horne or CDSS related to the County or any Eligible Recipients; or
 - 7.1.3.2 Any material fact or representation, made or furnished to Horne or CDSS by the County in connection with this Agreement shall have been untrue or misleading at the time that such fact or representation was made known to Horne, or subsequently becomes untrue or misleading; or
 - 7.1.3.3 Any Certification provided by the County is determined to be untrue or misleading.
 - 7.1.3.4 Any objectives or requirements of the Program cannot be met in accordance with this Agreement or within applicable timeframes, as memorialized by this Agreement.
- 7.2 **Right to Cure.** If the breach, violation, or default pursuant to Section 7.1 is not cured to Horne's and CDSS' satisfaction, as determined by Horne and CDSS, each in their sole and absolute discretion, within fourteen (14) days of notice to the County, provided in accordance with the notice requirements of this Agreement, then Horne, with CDSS approval, may declare an Event of Default under this Agreement.
- 7.2.1 Notwithstanding the foregoing, the County may request additional time to cure any default from Horne. Horne may, but shall not be required to, grant any such request, subject to CDSS approval, in CDSS's sole discretion. CDSS's approval of the County's request for additional time to cure shall be subject to the County's continuing and diligent efforts to cure, and any additional cure period provided to the County shall be reasonable, as determined by CDSS, in CDSS's sole discretion. Horne, shall provide notice to County of approval or denial of County's request for additional time to cure any default.

- 7.3 Horne/CDSS Remedies. Upon the occurrence of an Event of Default, Horne (on CDSS's behalf) and/or the State (represented by CDSS in this Agreement) may take any and all actions or remedies that are available under this Agreement, at law, or in equity, including but not limited to the following:
- 7.3.1 temporarily withhold disbursement of Program Funds pending correction of the breach, violation, or default;
 - 7.3.2 disallow use of Program Funds for all or part of the costs resulting from the breach, violation, or default;
 - 7.3.3 wholly or partly suspend or terminate this Agreement and the County's award of Program Funds, or disbursements thereof (any such suspension or termination of this Agreement or the County's award of Program Funds shall be effective upon the County's receipt of Horne or CDSS notice of termination or suspension);
 - 7.3.4 withhold or deny further Program Funds or awards to the County;
 - 7.3.5 require the County to return all or part of any Program Funds, including any interest;
 - 7.3.6 specific performance;
 - 7.3.7 injunctive relief; and
 - 7.3.8 any and all remedies allowed by law or equity.

ARTICLE 8. **TERMINATION**

- 8.1 Horne and/or CDSS shall have the right, each in its sole discretion and without prejudice to any other rights and remedies it may have under applicable law, to terminate this Agreement immediately upon notice of such termination to the County, if (i) an Event of Default occurs; (ii) three (3) violations, breaches or defaults by the County of the terms and conditions of this Agreement (whether the same or different) occur within any twelve-month period, regardless of whether any or all such violations, breaches or defaults are timely corrected; (iii) the County files a petition in bankruptcy or is adjudicated by a court of competent jurisdiction to be bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if the County discontinues or dissolves its business or if a receiver is appointed for the County or the County's business; or (iv) County fails to provide Horne with adequate assurances within a reasonable time that County is financially solvent, or Horne or CDSS determines that County is financially insecure.

- 8.2 Notwithstanding the foregoing, or anything to the contrary stated herein, Horne may terminate this Agreement upon thirty (30) days' notice if Horne is directed by CDSS to terminate this Agreement.
- 8.3 Upon termination of this Agreement for any reason, neither Horne nor CDSS shall be liable for any work that is not performed in accordance with the Agreement or for any commitments made by the County to any Eligible Recipient. Upon any termination, neither Horne nor CDSS shall be responsible for any additional disbursements of Program Funds after the termination date or for any damages to the County as a result of such termination. Upon termination, County shall cease to disburse Program Funds to Eligible Recipients and shall return all Program Funds to the State at the direction of Horne or CDSS.

ARTICLE 9.
POLICIES AND LEGAL AUTHORITIES

- 9.1 The County shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to the County's performance under this Agreement, including any licensing and health and safety requirements.
- 9.2 The County shall comply with California Welfare and Institutions Code sections 18999.97 – 18999.98 et seq., including any related CDSS guidance, regulations, and/or subsequent additions or amendments thereto.
- 9.3 In the event the County does not comply with the terms of this Article 9, Horne shall give notice in accordance with Section 15.7 and shall have all rights set forth in Article 7 and Article 8.

ARTICLE 10.
INDEMNIFICATION

- 10.1 The County shall indemnify, defend, and hold harmless Horne, its officers, employees and agents, and CDSS and its officers, employees and agents, against liabilities to third persons and other losses (not compensated by insurance or otherwise) and for any costs and expenses incurred by Horne and CDSS, including reasonable attorneys' fees, judgments, settlements or penalties against all liabilities, claims, suits, demands or liens for damages to persons or property (collectively "Claims") (unless such Claims arise from the gross negligence or willful misconduct of Horne or CDSS), arising out of, resulting from, or relating to, County's performance under this Agreement and including, but not limited to, the following:
- 10.1.1 Any act, omission, or statement of the County, or any person employed by or engaged under contract with the County, that results in injury (including death), loss, or damage to any person or property;

- 10.1.2 Any failure on the part of the County to comply with applicable Program Requirements and requirements of law;
 - 10.1.3 Any act or omission of any Eligible Recipient, including but not limited to any failure of any Eligible Recipient to comply with the Program Requirements and the terms of this Agreement;
 - 10.1.4 Any failure on the part of the County or an Eligible Recipient to satisfy all claims for labor, equipment, materials and other obligations relating to the performance of the work hereunder;
 - 10.1.5 Any injury to property or person occurring on or about the infrastructure or the property of the County or any Eligible Recipient; or
 - 10.1.6 Any claims related to the use, generation, storage, release, threatened release, discharge, disposal or presence of hazardous materials on, under or about the property upon which any facility funded with Program Funds is located.
- 10.2 The County shall indemnify Horne and/or CDSS under this clause for any of the above acts attributable to its employees, consultants, agents, lower-tiered subcontractors, or Eligible Recipients, in connection with this Agreement. Horne or CDSS shall provide timely notice of any Claims describing in reasonable detail such facts and circumstances with respect to such Claims. The County shall defend Horne and/or CDSS with counsel reasonably acceptable to Horne and/or CDSS. Horne and/or CDSS may, each, at its option and own expense, engage separate counsel to advise regarding the Claim and its defense. Such counsel may attend all proceedings and meetings. The County shall not settle any Claim without the consent of Horne and/or CDSS, as applicable.
- 10.3 The County agrees to indemnify, defend and hold harmless Horne, its officers, agents and employees and CDSS, its officers, agents and employees from any and all claims, costs (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened), 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 the County in connection with this Agreement.
- 10.4 This indemnification shall survive the expiration or termination of the Agreement.

ARTICLE 11.
PREVAILING WAGE

Any construction work that is funded with Program Funds is subject to state prevailing wage law, including California Labor Code section 1720 *et seq.* The County is responsible for ensuring that all Eligible Recipients comply with Prevailing Wage law as well as any other applicable federal or state labor requirements.

ARTICLE 12.
RELOCATION.

The County is responsible for ensuring that all Eligible Recipients comply with applicable relocation laws, including Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. section 4601 *et seq.*), the California Relocation Assistance Law (California Government Code section 7260 *et seq.*) and their implementing regulations (“Relocation Laws”), if any Program Funds will be used for projects that will result in the displacement, as that term is defined in the Relocation Laws, of any persons, businesses, or farm operations. Pursuant to the Relocation Laws and guidance provided by CDSS, the County is responsible for ensuring that an Eligible Recipient (i) has a relocation plan prior to proceeding with any phase of a project or other activity that will result in the displacement of persons, businesses, or farm operations; and (ii) provides any required notices and relocation benefits. The County is also responsible for ensuring compliance with California Health & Safety Code and corresponding regulations for the safe transfer and relocation of residents in residential care facilities licensed by CDSS, and ensuring that Eligible Recipients obtain CDSS’s approval of a relocation plan for each resident in care in a manner specified by CDSS.

ARTICLE 13.
INSPECTIONS, AUDITS, AND RECORD RETENTION

- 13.1 Horne and CDSS and any of their authorized representatives shall have the right to access any documents, papers, or other records of the County and any Eligible Recipients which are pertinent to the Program Funds, for the purpose of performing audits, examinations, and/or review regarding compliance with the provisions of this Agreement and the Program Requirements. Such monitoring activities shall include, but are not limited to, inspection of the County and Eligible Recipient’s books and records, in addition to site inspections, as Horne or CDSS deems appropriate.
- 13.2 Horne and CDSS and any of their authorized representatives may perform compliance reviews and review procedures and documents pertaining to the County’s compliance with the terms of this Agreement and Eligible Recipient’s compliance with the Program Requirements, perform onsite visits and desk reviews in order to ensure Program Funds are expended for eligible uses and to protect against fraud, waste and abuse. The County shall include in all agreements with its subcontractors and Eligible Recipients, a requirement that they: (i) provide to Horne, and its authorized representatives, and CDSS and its

authorized representatives access to their records and facilities; and (ii) cooperate with any desk reviews.

- 13.3 The right to access records also includes timely and reasonable access to the County's and the Eligible Recipient's personnel for the purpose of interview and discussion related to the requested documents and/or information.
- 13.4 The right to access records is not limited to the required retention period but lasts as long as the records are retained by County and the Eligible Recipient.
- 13.5 The County shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Program Funds for the term of this Agreement and for a minimum of three (3) years thereafter, and require that all Eligible Recipients retain all records related to the Program Funds for the same period.
- 13.6 The County shall, and shall ensure that each of its subcontractors and Eligible Recipients complies with the requirements set forth in Attachment C – The California Department of Social Services Confidentiality and Information Security Requirements.
- 13.7 Any review or inspection undertaken by Horne, its designee, or CDSS, or its designee, of the County's records or of any Eligible Recipient's records or facility is solely for the purpose of determining whether the County or the Eligible Recipient is properly discharging its obligations to CDSS, and should not be relied upon by the County or by any third parties as a warranty or representation by Horne or CDSS as to the quality of the design, construction, or operation of any project. The County agrees that claims based upon an audit finding and/or an audit finding that is appealed and upheld shall be recovered by Horne or CDSS by one of the following options:
 - 13.7.1 The County's remittance to Horne or CDSS of the full amount of the audit exception within thirty (30) days following Horne request for payment; or
 - 13.7.2 A repayment schedule which is agreeable to Horne, CDSS and County.

Horne reserves the right to select which option described above shall be employed; and Horne shall notify the County in writing of the claim procedure to be utilized. Interest on the unpaid balance of the audit finding or debt shall accrue at a rate equal to the maximum allowed by applicable law.

- 13.8 Reporting Requirements. The County shall provide Horne and CDSS with the following reports:

- 13.8.1 Initial quarterly reports shall be submitted within thirty (30) days of the end of each quarter. Updated quarterly reports reflecting any changes or corrections shall be submitted as soon as is practicable following the initial quarterly report.

13.8.2 An annual Program Fund Expenditure Report to be submitted not later than January 31st of each year for the prior calendar year.

13.8.3 A final report to be submitted no later than sixty (60) days after the final disbursement of Program Funds to Eligible Recipients.

All reports shall be in a form and contain such information as required by CDSS in its sole and absolute discretion. In addition to the above reporting requirements, Horne and CDSS may request additional reports and information necessary for Horne and CDSS to monitor compliance with the Program Requirements. The County shall be responsible for obtaining any necessary reporting information from its subcontractors and Eligible Recipients.

ARTICLE 14. **THIRD PARTY BENEFICIARIES.**

The State, represented by CDSS in this Agreement, is a third party beneficiary of this Agreement. This Agreement shall not be construed so as to give any other person or entity, other than the Parties and CDSS, any legal or equitable claim or right. CDSS or another authorized department or agency representing the State of California may enforce any provision of this Agreement to the full extent permitted in law or equity as a third party beneficiary of this Agreement. The State may take any and all remedies available in law and equity. In the event of litigation, the State may choose to seek any type of damages available in law or equity, up to the full amount of Program Funds awarded to the County. The County shall name Horne and CDSS as third party beneficiaries with rights of enforcement in all agreements entered into by the County with Eligible Recipients.

ARTICLE 15. **MISCELLANEOUS.**

15.1 Dispute Resolution:

15.1.1 The Parties shall use reasonable efforts to resolve any dispute arising under this Agreement within thirty (30) days pursuant to informal mediation before a retired judge with Judicial Arbitration and Mediation Services (“JAMS”) in Los Angeles, California.

15.1.2 If the Parties cannot resolve a dispute arising under this Agreement pursuant to Section 15.1.1, the Parties shall submit such dispute to arbitration in accordance with the provisions of the American Arbitration Association. The Parties shall conduct any arbitration in Los Angeles, California. The arbitrator’s decision in any such arbitration shall be final, conclusive, and binding on the Parties.

15.1.3 TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM ARISING OUT OF THIS AGREEMENT.

15.1.4 The County shall be obligated to continue to perform pursuant to this Agreement while any dispute is pending.

15.1.5 This Section 15.1 shall not apply to the State.

- 15.2 Attorneys' Fees. If a dispute arising out of this Agreement is finally adjudicated, the non-prevailing party shall pay the prevailing party's reasonable expenses incurred in connection therewith, including reasonable arbitration costs and reasonable attorneys' fees. If multiple items are disputed and the final decision is split, then the Parties shall allocate such expenses pro rata as to each item. Section 15.2 does not apply to the State.
- 15.3 Waiver. Horne's failure to notify the County of a breach or to insist on strict performance of any provision of this Agreement shall not constitute waiver of such breach or provision.
- 15.4 Remedies. No remedy in this Agreement is exclusive of any other remedy available under this Agreement, at law or in equity. Horne or CDSS may seek equitable relief, including an injunction, against the County in connection with any breach or threatened breach of this Agreement.
- 15.5 Limitation of Liability. Except as otherwise provided in this Agreement, or by applicable law, the County waives any right to seek, and Horne and CDSS shall not be liable for, any special, consequential, or punitive damages; indirect, or incidental damages; or for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Agreement, even if the County advises Horne or CDSS of the possibility of any such damages.
- 15.6 Relationship. The County is an independent contractor with respect to Horne. This Agreement is not intended to create a partnership, joint venture, employment, or fiduciary relationship between the Parties or between any Party hereto and CDSS.
- 15.7 Notices. Notices under this Agreement must be (i) in writing; (ii) addressed to the receiving Party at the address described in the Summary Cover Sheet (unless notice of a different address is given); and (iii) (A) if personally delivered to the recipient, notice is effective upon delivery, (B) if sent by a nationally recognized overnight courier service, notice is effective on the first business day following its timely deposit with such courier service, delivery fees for next business day delivery prepaid; no signature affirming receipt by the receiving party is required, the internal records of the courier service shall be accepted as sufficient evidence of the date of the deposit of the notice with the courier service, or (C) if sent by certified U.S. mail, notice is effective three (3) days after deposit thereof in the U.S. mail, postage prepaid, certified, return receipt requested. Counsel for a Party may send notice on behalf of its client.

15.7.1 Notwithstanding the foregoing, the Parties may deliver any approval, disapproval, or request therefor via email. Such email notices and deliveries shall be valid and binding on the Parties, subject to the following:

15.7.1.1 Such email must be properly addressed to the other Party's Designated Representatives. For purposes of this Agreement, "Designated Representative" means initially (i) for Horne, Geoffrey Ross, Geoffrey.Ross@horne.com, and Dania Khan, Dania.Khan@horne.com; and (ii) for the County, Anna Scott [HHS_Admt@Inyocounty.us] and _____. A Party may change a Designated Representative only upon notice to the other Party pursuant to the requirements of Section 15.7(iii) (A), (B) or (C).

15.7.1.2 If the sender receives a bounce-back, out-of-office or other automated response indicating non-receipt, the sender shall (i) re-attempt delivery until the other Party confirms receipt, or (ii) deliver the item in accordance with Section 15.7(iii) (A), (B) or (C).

15.8 Governing Law. The place of performance of this Agreement is California and the laws of the State of California, shall govern the validity, performance, enforcement, and interpretation of this Agreement. Any litigation or enforcement of an award must be brought in the appropriate state or federal court in the State of California, County of Sacramento. Each Party consents to personal and subject matter jurisdiction and venue in such courts and waives the right to change venue with respect to any such proceeding. The Parties acknowledge that all directions issued by the forum court, including injunction and other decrees, shall be binding and enforceable in all jurisdictions and countries.

15.9 Assignment. The County shall not assign, delegate, or otherwise transfer this Agreement, or its duties, or obligations in connection therewith, in whole or in part without the prior approval of Horne and CDSS. Horne's obligations under this Agreement shall be assignable to CDSS or CDSS's designee upon CDSS's request without the County's consent. In the event that Horne assigns its obligations under this Agreement to CDSS, Horne shall make commercially reasonable efforts to transition any reasonably necessary documentation related to this Agreement to CDSS or its designee, at no cost to CDSS provided however, that Horne shall have no obligation to incur any liability, pay fees, charges, or reimbursement in connection with any assignment, wind-down or transition services.

15.10 Entire Agreement: Amendments. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. It supersedes all oral or written agreements or communications between the Parties. No understanding, agreement, modification, change order, or other matter affecting this Agreement

shall be binding, unless in writing, signed by both Parties. No handwritten changes shall be effective unless initialed by each Party.

- 15.11 Independent Legal and Tax Advice. Horne and the County, each, have reviewed and negotiated this Agreement using such independent legal and tax counsel as each has deemed appropriate.
- 15.12 Exhibits. The Attachments, Schedules, and Addenda attached to this Agreement are a part of this Agreement and incorporated into this Agreement by reference.
- 15.13 Partial Invalidity. If any part of this Agreement is unenforceable, the remainder of this Agreement and, if applicable, the application of the affected provision to any other circumstance, shall be fully enforceable.
- 15.14 Captions. The headings contained herein are for convenience only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.
- 15.15 Force Majeure. Neither Party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Circumstances may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local government entity, the U.S. Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the Party whose performance is affected promptly notifies the other of the existence and nature of such delay.
- 15.16 Publicity. Without prior written approval of the other, neither Party shall use the other's name or make reference to the other Party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing Party's reasonable control. Use of either Party's name may be made in internal documents, annual reports, and proposals. This section shall survive expiration/termination of this Agreement. Notwithstanding the foregoing, the County agrees that the State may use and refer to the County and any Eligible Recipients in any publication, news release, advertising, speech, technical paper, or for any other purposes.
- 15.17 Notice of Litigation. Promptly, and in any event within ten (10) business days after an officer or other authorized representative of the County obtains knowledge thereof, the County shall provide written notice to Horne of (i) any


litigation or governmental proceeding pending against the County which could materially adversely affect the County's or any of its Eligible Recipient's ability to perform its obligations under this Agreement and the Program Requirements; and (ii) any other event which is likely to materially adversely affect the County or an Eligible Recipient's ability to perform its obligations under this Agreement and the Program Requirements.

- 15.18 Survival. Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration or termination of this Agreement.
- 15.19 Successors. This Agreement shall be binding upon the Parties, their successors, and assigns.
- 15.20 Approvals. Whenever this Agreement calls for a Party's approval or for CDSS's approval, approval shall mean prior written approval (including via email), not to be unreasonably conditioned, delayed, or withheld, unless sole discretion is expressly noted.
- 15.21 Counterparts; Electronic Signatures. The Parties may sign this Agreement in several counterparts, each of which constitutes an original, but all of which together constitute one instrument. Electronic signatures are valid and shall bind the Party delivering such signature.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS THEREOF, the Parties hereto have executed this Agreement by their duly authorized respective officers as of the day and year last written below.

HORNE LLP

By: 
Anna Stroble (Dec 29, 2023 18:45 PST)

Signature of Authorized Representative

Anna Stroble

Print or Type Name of Person Signing

Partner

Representative Title

Date: 12/29/2023

INYO COUNTY

By: 

Signature of Authorized Representative

Anna Scott

Print or Type Name of Person Signing

Assistant Director, Department of Health and
Human Services

Representative Title

Date: 12/21/2023

LIST OF ATTACHMENTS

Title	No. of Pages
Attachment A – State Requirements	5
Attachment B – Certification Regarding Lobbying and Conflicts of Interest	2
Attachment C – CDSS Confidentiality and Information Security Requirements	13
Attachment D – Funding Letters	51
Attachment E – Award Letters to County dated August 2022 and April 2023	3

STATE REQUIREMENTS

1. California Civil Rights Requirements

- a. During the performance of this Agreement, County and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. County shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. County and its 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 *et seq.*), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code § 51), and Title VI of the Civil Rights Act of 1964.

County shall permit access by representatives of the Department of Fair Employment and Housing, Home and/or CDSS 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 to ascertain compliance with this clause. County 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.)

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

- b. Pursuant to Public Contract Code § 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:
- (1) CALIFORNIA CIVIL RIGHTS LAWS: County certifies compliance with 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 *et seq.*), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code § 51), and Title VI of the Civil Rights Act of 1964.

- (2) **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if County has an internal policy against a sovereign nation or peoples recognized by the United States government, County certifies that such policies are not used in violation 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 *et seq.*), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code § 51), and Title VI of the Civil Rights Act of 1964.
- c. In the event of County's noncompliance with the requirements of the provisions herein or with any state or federal statutes, rules, regulations, or orders regarding civil rights or non-discrimination requirements, this Agreement may be cancelled, terminated, or suspended in whole or in part and County may be declared ineligible for further state contracts or grants.
 - d. County will include the contractor certification provisions required by this section in every subcontract or purchase order unless exempted by federal or state statutes, rules, regulations, or orders, so that such provisions will be binding upon each County or vendor. County will take such action with respect to any subcontract or purchase order Horne may direct as a means of enforcing such provisions.

2. Subcontract Requirements

- a. County may enter into subcontracts for services to be performed pursuant to the Program Funding Agreement, provided such subcontracts are consistent with this Agreement and provided further that County follows its procurement policy, a copy of which has been previously provided to and approved by Horne. Horne or CDSS reserve the right to require the substitution of subcontractors and require County to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from Horne requiring the substitution and/or termination of a subcontract, County shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within thirty (30) calendar days, unless a longer period is agreed to by CDSS.
- b. County shall maintain a copy of each subcontract, including supporting documentation of cost reasonableness for subcontracting services and shall, upon

request by Horne or CDSS, make copies available for approval, inspection, or audit.

- c. Horne and/or CDSS assume no responsibility for the payment of subcontractors used in the performance of this Agreement and/or subcontract agreements between the County and Eligible Recipients. County accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement and/or subcontract agreements between the County and Eligible Recipients.
- d. County is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- e. County shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- f. County agrees to include the following clause, relevant to record retention, in all subcontracts for services:

Subcontractor agrees to maintain and preserve, until three (3) years after termination of this Agreement and final payment of Program Funds, to permit Horne or CDSS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

- g. Except as otherwise provided in this Agreement, or as may be stipulated in writing by Horne, Horne shall be County's sole point of contract for all matters related to performance and payment under this Agreement.
- h. County shall, as applicable, advise all subcontractors of their obligations to comply with this Attachment.

3. Income Restrictions

Unless otherwise stipulated in this Agreement, County agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by County under this Agreement shall be paid by County to Horne so that Horne can pay CDSS, to the extent that they are properly allocable to costs for which County has been reimbursed by Horne under this Agreement.

4. Site Inspection

The State has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract-supported activities and the premises in which it is being performed. If any inspection or evaluation is made of

the premises of County, County shall provide and shall require its contractors and subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

5. Warranties

County represents and warrants that:

- a. It is free to enter into and fully perform this Agreement.
- b. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- c. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Horne or CDSS in this Agreement.
- d. It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- e. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way County's performance of this Agreement.
- f. All materials and equipment furnished in accordance with this Agreement and all work performed by County will be of good and workmanlike quality, free from faults and defects, and in conformance with the Agreement.
- g. It shall comply with all applicable laws in connection with its performance of its obligations under this Agreement.
- h. The provisions set forth herein shall survive any termination or expiration of this Agreement or any Project schedule.

6. Suspension or Stop Work Notification

- a. Horne may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by Horne's Designated Representative. Upon receipt of said notice, County is to suspend and/or stop all, or any part of, the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within thirty (30) working days of the verbal notification. The

suspension or stop work notification shall remain in effect until further written notice is received from Horne. The resumption of work (in whole or part) will be at Horne's discretion and upon receipt of written confirmation.

- (1) Upon receipt of a suspension or stop work notification, County shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
 - (2) Within ninety (90) days of the issuance of a suspension or stop work notification, Horne shall either:
 - (a) Cancel, extend, or modify the suspension or stop work notification; or
 - (b) Terminate the Agreement as provided for in the Cancellation/Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, County may resume work only upon written concurrence of Horne.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or agreement terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation/Termination, Horne shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. In accordance with Article 10 and Section 15.5 of the Agreement, Horne shall not be liable to County or its subcontractors for loss of profits because of any suspension or stop work notification issued under this clause.

7. Compliance with Statutes and Regulations

- a. County shall comply with all applicable California and federal law, regulations, and published guidelines in connection with this Agreement.

Attachment B

State of California
Department of Social Services

CERTIFICATION REGARDING LOBBYING AND CONFLICTS OF INTEREST

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. By entering into the Agreement and accepting Program Funds, County is in compliance with the Political Reform Act of 1978 and regulations promulgated by the Fair Political Practices Commission (FPPC) regarding requirements relating to lobbying and conflicts of interest.

2. County is aware of California state laws and regulations regarding employing current or former state employees. If County has any questions on the status of any person rendering services or involved with the Agreement, Horne must be contacted immediately for clarification.

(a) Current State Employees (Pub. Contract Code § 10410): 1). No officer or employee of the State 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 officer or employee of the State shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

(b) Former State Employees (Pub. Contract Code § 10411): 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which they 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 they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12)-month period prior to their leaving state service.

If County violates any provisions of above paragraphs, such action by County shall render this Agreement void (Pub. Contract Code § 10420). Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem (Pub. Contract Code § 10430(e)).

Name of County: INYO COUNTY

Printed Name of Person Signing for County
Anna Scott



Signature of Person Signing for County

Assistant Director, Department of Health and

Human Services

Title

After execution by or on behalf of County, please return to:
California Department of Social Services

Attachment C

**The California Department of Social Services
Confidentiality and Information Security Requirements
County - v 2019 01**

This Confidentiality and Information Security Requirements – Attachment C (hereinafter referred to as “this Exhibit” or “Attachment C”) sets forth the information security and privacy requirements County is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by County, pursuant to the Agreement in which this Attachment is incorporated. CDSS, Horne and County desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as “CDSS CSP”) in compliance with state and federal statutes, rules and regulations.

I Order of Precedence. With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Attachment shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between County and Horne.

II. Effect on lower tier transactions. The terms of this Attachment shall apply to all lower tier transactions (e.g., agreements, sub-agreements, contracts, subcontracts, and sub-awards, etc.). County shall incorporate the contents of this Attachment into each lower tier transaction.

III. Confidentiality of Information.

a. **DEFINITIONS.** The following definitions apply to this Attachment and relate to CDSS Confidential, Sensitive, and/or Personal Information:

- i. “Confidential Information” is information maintained by CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250 *et seq.*) or has restrictions on disclosure in accordance with other applicable state or federal laws.
- ii. “Sensitive Information” is information maintained by CDSS which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of CDSS (i.e., CDSS’ fiscal resources and operations).
- iii. “Personal Information” is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver’s license, home/ mailing address, telephone number, financial matters with security codes, medical insurance policy number,

Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure, and must be made accessible to information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).

iv. “Breach” is

1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or the same as the definition of “breach of the security of the system” set forth in California Civil Code section 1798.29(f).

v. “Information Security Incident” is

1. unauthorized access or disclosure, modification or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement, including this Exhibit.
- b. CDSS CSP which may become available to County as a result of the implementation of the Agreement shall be protected by County from unauthorized access, use, and disclosure as described in this Attachment.
- c. County is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:
- California Welfare and Institutions Code section 10850
 - Information Practices Act – California Civil Code section 1798 *et seq.*
 - Public Records Act – California Government Code section 6250 *et seq.*
 - California Penal Code section 502, 11140–11144, 13301–13303
 - Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) – 45 CFR Parts 160 and 164
 - Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50

- Unemployment Insurance Code section 14013
- d. **EXCLUSIONS.** “Confidential Information,” “Sensitive Information,” and “Personal Information” (CDSS CSP) does not include information that:
- i. is or becomes generally known or available to the public other than because of a breach by County of these confidentiality provisions;
 - ii. already known to County before receipt from CDSS without an obligation of confidentiality owed to CDSS;
 - iii. provided to County from a third party except where County knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
 - iv. independently developed by County without reference to CDSS CSP.

III. County Responsibilities.

- a. **TRAINING.** County shall instruct all employees, agents, and subcontractors with access to CDSS CSP regarding:
- i. The confidential nature of the information;
 - ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code section 1798.55, Penal Code section 502 and other state and federal laws;
 - iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V – Information Security Incidents and/or Breaches; and
 - iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement and may be subject to penalties, both civil and criminal.
- b. **USE RESTRICTIONS.** County shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- c. **DISCLOSURE OF CDSS CSP.** County shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- d. **SUBPOENA.** If County receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, County

will immediately notify the Horne Project Director and CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by County's responsible unit for handling subpoenas and court orders.

- e. **INFORMATION SECURITY OFFICER.** County shall designate an Information Security Officer to oversee its compliance with this Attachment and to communicate with CDSS on matters concerning this Attachment.
- f. **REQUESTS FOR CDSS CSP BY THIRD PARTIES.** County shall promptly transmit to the Horne Project Director and CDSS Information Security and Privacy Officer all requests for disclosure of any CDSS CSP requested by third parties to the Agreement (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.
- g. **DOCUMENTATION OF DISCLOSURES FOR REQUESTS FOR ACCOUNTING.** County shall maintain an accurate accounting of all requests for disclosure of CDSS CSP Information and the information necessary to respond to a request for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- h. **RETURN OR DESTRUCTION OF CDSS CSP ON EXPIRATION OR TERMINATION.** Upon expiration or termination of the Agreement between County and Horne, or upon a date mutually agreed upon by the Parties following expiration or termination, County shall return or destroy CDSS CSP. If return or destruction is not feasible, County shall provide a written explanation to the Horne Project Director and CDSS Information Security and Privacy Officer, using the contact information in this Agreement. CDSS, in its sole discretion, will make a determination of the acceptability of the explanation and, if retention is permitted, shall inform County in writing of any additional terms and conditions applicable to the retention of CDSS CSP.
- i. **RETENTION REQUIRED BY LAW.** If required by state or federal law, County may retain, after expiration or termination, CDSS CSP for the time specified as necessary to comply with the law.
- j. **RECORDS RETENTION.** Maintain all project materials and records pertaining to service delivery and fiscal and administrative controls for three years after final payment has been made under the terms of this Agreement, or until all pending county, State and federal audits are completed, whichever is later. County agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Upon request, the County shall promptly make these materials and records available to the State or its representative including the State Auditor. County agrees to allow the State or its representative access to such records

during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to this Agreement.

k. **OBLIGATIONS CONTINUE UNTIL RETURN OR DESTRUCTION.**

County's obligations regarding the confidentiality of CDSS CSP set forth in this Agreement, including but not limited to obligations related to responding to Public Records Act requests and subpoenas, shall continue until County returns or destroys CDSS CSP or returns CDSS CSP to CDSS; provided, however, that on expiration or termination of the Agreement between County and Horne, County shall not further use or disclose CDSS CSP except as required by state or federal law.

l. **NOTIFICATION OF ELECTION TO DESTROY CDSS CSP.** If County elects to destroy CDSS CSP, County shall certify in writing, to the Horne Project Director and CDSS Information Security and Privacy Officer, using the contact information, that CDSS CSP has been destroyed.

m. **BACKGROUND CHECK.** Before a member of County's workforce may access CDSS CSP, County must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk to CDSS information technology systems and/or CDSS data. County shall retain each workforce member's background check documentation for a period of three (3) years following Agreement termination.

n. **CONFIDENTIALITY SAFEGUARDS.** County shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. County 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 County's operations and the nature and scope of its activities, including at a minimum the following safeguards:

i. **General Security Controls.**

1. **Confidentiality Acknowledgement.** By executing the Agreement and signing Paragraph XI, CDSS Confidentiality and Security Compliance Statement, County acknowledges that the information resources maintained by CDSS and provided to County may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

2. **Workstation/Laptop Encryption.** All County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by CDSS Information Security Office.
3. **Data Encryption.** Any CDSS CSP shall be encrypted at rest when stored on network file shares or document repositories.
4. **Server Security.** Servers containing unencrypted CDSS CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
5. **Minimum Necessary.** Only the minimum necessary amount of CDSS CSP required to perform necessary business functions may be copied, downloaded, or exported.
6. **Removable Media Devices.** All electronic files that contain CDSS CSP must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart phone, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.
7. **Antivirus Software.** All County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
8. **Patch Management.** To correct known security vulnerabilities, County shall install security patches and updates in a timely manner on all County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP as appropriate based on County's risk assessment of such patches and updates, the technical requirements of County's systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.
9. **User IDs and Password Controls.** All users must be issued a unique username for accessing CDSS CSP. County's password

policy must be based on information security best practices for password length, complexity, and reuse.

10. **Data Destruction.** Upon termination of the Agreement, all CDSS CSP must be sanitized in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization.

ii. **System Security Controls.**

1. **System Timeout.** The system providing access to CDSS CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity for applications, and fifteen (15) minutes of inactivity for desktops and laptops.
2. **Warning Banners.** All systems (servers, desktops, laptops, etc.) containing CDSS CSP must display a warning banner at login stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
3. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDSS CSP, or which alters CDSS CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDSS CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least one (1) year after occurrence.
4. **Access Controls.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.
5. **Transmission Encryption.** All data transmissions of CDSS CSP by County outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit key or higher. Encryption can be end-to-end at the network level, or the data files containing CDSS CSP can be encrypted. This requirement pertains to any type of CDSS CSP in motion such as website access, file transfer, and email.
6. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDSS CSP that are accessible via the

Internet must be protected by a comprehensive intrusion detection and prevention solution.

iii. **Audit Controls.**

1. **System Security Review.** All systems processing and/or storing CDSS CSP must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
2. **Log Reviews.** All systems processing and/or storing CDSS CSP must have a routine procedure in place to review system logs for unauthorized access.
3. **Change Control.** All systems processing and/or storing CDSS CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

iv. **Business Continuity/Disaster Recovery Controls.**

1. **Disaster Recovery.** County must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDSS CSP in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
2. **Data Backup Plan.** County must have established documented procedures to backup CDSS CSP to maintain retrievable exact copies of CDSS CSP. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDSS CSP should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDSS data.

v. **Paper Document Controls.**

1. **Supervision of Information.** CDSS CSP in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. CDSS CSP in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2. **Escorting Visitors.** Visitors to areas where CDSS CSP are contained shall be escorted, and CDSS CSP shall be kept out of sight while visitors are in the area.
3. **Confidential Destruction.** CDSS CSP must be disposed of through confidential means, such as cross-cut shredding and/or pulverizing.
4. **Removal of Information.** CDSS CSP must not be removed from the premises of County except for identified routine business purposes or with express written permission of CDSS.
5. **Faxing.** CDSS CSP that must be transmitted by fax shall require that County confirms the recipient fax number before sending, takes precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients if County's fax number changes, and maintains fax machines in a secure area.
6. **Mailing.** Paper copies of CDSS CSP shall be mailed using a secure, bonded mail service, such as Federal Express, UPS, or by registered U.S. Postal Service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

IV. **Information Security Incidents and/or Breaches of CDSS CSP.**

- a. **CDSS CSP Information Security Incidents and/or Breaches Response Responsibility.** County shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.82(f), and State Administrative Manual (SAM) section 5340, Information Security Incident Management, including, but not limited to, taking:
 - i. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- b. **Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP.** County shall notify the Home Project Director and CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow County to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.

- c. **Isolation of System or Device.** A system or device containing CDSS CSP compromised by an exploitation of a technical vulnerability shall be promptly disconnected or quarantined and investigated until the vulnerability is resolved. County will notify CDSS and Horne within two (2) business days of a confirmed exploitation of a technical vulnerability and keep CDSS and Horne informed as to the investigation until resolution of the vulnerability is completed.
- d. **Investigation of Information Security Incidents and/or Breaches.** County shall promptly investigate Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and County shall cooperate fully in such investigations. County is not required to disclose their un-redacted confidential, proprietary, or privileged information. County will keep CDSS fully informed of the results of any such investigation.
- e. **Updates on Investigation.** County shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the Horne Project Director and CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between County and the Horne Program Director/CDSS Information Security and Privacy Officer. County is not required to disclose their unredacted confidential, proprietary, or privileged information.
- f. **Written Report.** County shall provide a written report of the investigation to the Horne Project Director and CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. County is not required to disclose their unredacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:
 - i. County point of contact information;
 - ii. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach, if known;
 - iii. A description of the types of CDSS CSP that were involved and the extent of the information involved in the Information Security Incident and/or Breach;
 - iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
 - v. A description of where CDSS CSP is believed to have been improperly transmitted, sent, or utilized;

- vi. A description of the probable causes of the improper use or disclosure;
 - vii. Whether Civil Code sections 1798.29 or 1798.82, or any other federal or state laws requiring individual notifications of breaches, are triggered; and
 - viii. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach of CDSS CSP.
- g. **Cost of Investigation and Remediation.** Per SAM section 5305.8, County shall be responsible for all direct and reasonable costs incurred by Horne or CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from County's failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review or destruction, or loss, theft or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, Horne staff time, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

V. Contact Information. To direct communications to the above-referenced Horne and CDSS staff, County shall initiate contact as indicated herein. Horne and CDSS reserve the right to make changes to the contact information below by giving written notice to County. Said changes shall not require an amendment to this Attachment or the Agreement to which it is incorporated.

Horne Project Director	CDSS Information Security & Privacy Officer
See Summary Cover Sheet of the Program Funding Agreement for Horne Project Director information	California Department of Social Services Information Security & Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814 Email: iso@dss.ca.gov Telephone: (916) 651-5558

VI. Audits and Inspections. CDSS may inspect and/or monitor compliance with the safeguards required in this Attachment. County shall promptly remedy any violation of any provision of this Attachment and shall certify the same to the Horne Project Director and CDSS Information Security and Privacy Officer in writing. The fact that CDSS or Horne inspects, or fails to inspect, or has the right to inspect, does not relieve County of its responsibility to comply with this Attachment.

- VII. Amendment.** The Parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve and that amendment of this Attachment 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 CDSS CSP.
- VIII. Interpretation.** The terms and conditions in this Attachment shall be interpreted as broadly as necessary to implement and comply with regulations and applicable 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.
- IX. Termination.** An Information Security Incident and/or Breach of CDSS CSP by County, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between County and Home and grounds for immediate termination of the Agreement.
- X. CDSS Confidentiality and Security Compliance Statement.**

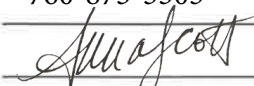
**CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT V 2019 01**

Information resources maintained by the California Department of Social Services (CDSS) and provided to County may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.


We hereby acknowledge that the confidential and/or sensitive records of CDSS are subject to strict confidentiality requirements imposed by state and federal law, which may include, but are not limited to, the following: the California Welfare and Institutions Code § 10850, Information Practices Act - California Civil Code § 1798 *et seq.*, Public Records Act - California Government Code § 6250 *et seq.*, California Penal Code § 502, 11140-11144, 13301-13303, Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164, and Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50. Contractor agrees to comply with the laws applicable to CDSS CSP received.

This Confidentiality and Security Compliance Statement must be signed and returned with the Agreement.

Project Representative _____
 Name (Printed): Anna Scott
 Title: Assistant Director, Department of Health and Human Services

Business Name: Inyo County
Email Address: ascott@inyocounty.us
Phone: 760-873-3305
Signature: 
Date Signed: 12/21/2023

READ and ACKNOWLEDGED: Information Security Officer
(or authorized official responsible for business' information security program)

Name (Printed): Noam Shendar
Title: CIO
Business Name: County of Inyo, California
Email Address: nshendar@inyocounty.us
Phone: (760) 878-0390
Signature: 
Date Signed: 27 December, 2023

Attachment D
FUNDING LETTERS
[attached]

December 14, 2022

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

ALL COUNTY WELFARE DIRECTORS LETTER

The purpose of this letter is to notify All County Welfare Directors of a one-time \$55 million appropriation for Operating Subsidy Payments (OSPs) for the Community Care Expansion (CCE) Preservation Funds as a result of the Budget Act of 2022 (AB 178, Chapter 45, Statutes of 2022). Additionally, counties that did not accept allocations from the Notice of Funding Availability (NOFA) dated June 10, 2022, have another opportunity to accept previously offered funds or indicate their interest in program participation by submitting a Letter of Interest (LOI) no later than Wednesday, January 25, 2023.



KIM JOHNSON
DIRECTOR

CALIFORNIA HEALTH & HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

December 14, 2022

TO: ALL COUNTY WELFARE DIRECTORS

FROM: HANNA AZEMATI, DEPUTY DIRECTOR
HOUSING AND HOMELESSNESS DIVISION

SUBJECT: NOTICE OF FISCAL YEAR (FY) 2022--23 AND FY 2021--22
COMMUNITY CARE EXPANSION PRESERVATION FUNDS FOR
COUNTIES

REFERENCE: [ASSEMBLY BILL \(AB\) 178 \(CHAPTER 45, STATUTES OF 2022\)](#),
[AB 172, COMMUNITY CARE EXPANSION PRESERVATION
NOTICE OF FUNDING AVAILABILITY DATED JUNE 10, 2022.](#)

The purpose of this letter is to notify All County Welfare Directors of a **one-time \$55 million** appropriation for noncompetitive allocations of the Operating Subsidy Payments (OSPs) for the Community Care Expansion (CCE) Preservation Funds as a result of the [Budget Act of 2022](#) (AB 178, Chapter 45, Statutes of 2022). These funds are available in addition to funds previously announced in the [Notice of Funding Availability \(NOFA\) dated June 10, 2022](#).

Counties that did not accept funds in the first release through the [NOFA dated June 10, 2022](#) have another opportunity to accept previously offered funds as outlined in Section V. Counties with populations under 200,000 who are interested but not able to accept funds at this time may indicate interest in program participation by submitting a Letter of Interest (LOI). The LOI process is outlined in Section VI. **The deadline to accept funds or submit an LOI is Wednesday, January 25, 2023.**

This letter also notifies counties of two changes related to the funds announced in the [NOFA dated June 10, 2022](#), outlined further in Section II and Section III below including a change in funding source for Capital Projects (CP) funds as well as the administrative cost limits associated with CCE Preservation Funds.

The California Department of Social Services (CDSS) is contracting with Advocates for Human Potential, Inc. (AHP), to serve as the third-party administrator for the CCE program.

I. BACKGROUND

The CCE program was established by [AB 172 \(Chapter 696, Statutes of 2021\)](#) to fund capital projects and promote the sustainability of residential adult and senior care facilities and to address historic gaps in the long-term care continuum. The CCE program provides funding for acquisition, construction, and rehabilitation to preserve and expand adult and senior care facilities that serve people receiving or applying for Supplemental Security Income/State Supplementary Payment (SSI/SSP) and Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness.

The **CCE Preservation Funds** are for the immediate preservation of licensed residential adult and senior care facilities serving applicants or recipients SSI/SSP or CAPI, including those who are experiencing or at risk of homelessness. The CCE Preservation Funds are divided into two components:

- 1) **Operating Subsidy Payments (OSP)** to fund operating subsidies to existing licensed residential adult and senior care facilities serving qualified residents. OSP funds can cover an eligible licensed facility's actual or projected operating deficits.
- 2) **Capital Projects (CP)** to preserve facilities in need of critical repairs or required upgrades, thereby potentially preventing facility closure, which could result in exits to homelessness. Funds can be applied to physical repairs and upgrades on an approved facility's property, including inside or outside the facility, within its property line. The CP funds can also fund repairs needed to ensure facilities are compliant with licensing standards.

The [NOFA dated June 10, 2022](#), announced a total of \$197.5 million in noncompetitive allocations for all counties with eligible licensed residential adult and senior care facilities. This funding was appropriated through the Budget Act of 2021. Counties were required to accept or decline all or a portion of the OSP and/or CP allocation(s) via Director's Certification by July 29, 2022. Through this process, thirty-five out of forty-seven eligible counties accepted over \$187 million in noncompetitive allocations. Program requirements and guidance for the CCE Preservation Funds are outlined in the [NOFA dated June 10, 2022](#).

II. FY 2022-23 FUNDING AVAILABILITY

The Budget Act of 2022 appropriated an additional, one-time \$55 million to fund OSPs. CDSS will reserve up to five percent of the funds for state operations and

administration. The remaining \$52,250,000 will be available to counties via a needs-based allocation methodology, as reflected in Section IV.

A summary of total CCE Preservation funding amounts provided to counties in FY 2021--22 and FY 2022--23 is outlined in the table below. The FY 2022--23 OSP funds have the same expenditure deadlines as the FY 2021--22 OSP funds.

Additionally, the funding source for CP funds has changed from State and Local Fiscal Recovery Funds (SFRF) to the state General Fund.

Purpose	Match	Funding Source and Expenditure Timeline	Allocated Amount
OSP – FY 2022--23	None	State general funds must be obligated by June 30, 2027, and liquidated by June 30, 2029	\$52,250,000
OSP – FY 2021--22	None	State general funds must be obligated by June 30, 2027, and liquidated by June 30, 2029	\$54,747,179
CP – FY 2021--22	10% match	State general funds must be obligated by June 30, 2024, and liquidated by December 31, 2026	\$142,488,003
		Total CCE Preservation Funds	\$249,485,182

III. CHANGE TO ADMINISTRATIVE COST LIMIT

Previously, the [NOFA dated June 10, 2022](#), required that counties minimize administrative costs, not to exceed 10 percent. Based on the nature of the CCE Preservation Program and the significant level of coordination, planning and oversight required to implement the program, **CDSS has increased the threshold of funding that may be used for administrative activities from 10 percent to 15 percent.**

Counties should continue to minimize administrative costs, not to exceed the 15 percent limit. This threshold applies to all CCE Preservation Funds, including any CCE Preservation Funds previously accepted via the [NOFA dated June 10, 2022](#).

IV. UPDATED COUNTY ALLOCATIONS AND METHODOLOGY

Funding is available via a noncompetitive allocation for counties with qualifying facilities (i.e., licensed facilities that are not funded by regional centers and that are currently serving individuals who are applicants or recipients of SSI/SSP or CAPI). The FY 2022--23 OSP Funds were distributed proportionate to each county's share of statewide need. Statewide need is defined as the total number of beds in qualifying facilities occupied by an applicant or recipient of SSI/SSP, according to CDSS' Community Care Licensing Division (CCLD) survey data. Allocations are not available via the FY 2022--23 non-competitive allocation for counties with no qualifying facilities.

Allocation amounts are listed in Attachment One.

V. PROCESS TO ACCEPT FUNDS

Counties wishing to accept the noncompetitive allocations in Attachment One, Tables 1 and/or 2 shall submit a signed and completed Director's Certification (Attachment Two) to housing@dss.ca.gov. The Director's Certification is required for the county to accept the remaining FY 2021--22 funds and/or the additional FY 2022--23 funds, regardless of whether the county is newly participating or has previously accepted CCE Preservation Funds. The CDSS will only accept Director's Certifications from the designated county department that accepted the funds announced in the [NOFA dated June 10, 2022](#).

Counties must accept or decline funds via the Director's Certification by Wednesday, January 25, 2023.

Additional information for counties accepting funds for the first time

Any county that did not already accept funds announced in the [NOFA dated June 10, 2022](#), may accept funds in response to this funding announcement. Counties must review the [NOFA dated June 10, 2022](#), for further information on program requirements and guidance.

Counties accepting funds for the first time may choose to accept funds for either OSP, CP, or both. If both are accepted, a county must designate one county department to implement both program components. Any county department is eligible to accept the funds. Examples include, but are not limited to, social service departments, health departments, aging or adult services, behavioral health departments, or housing and community development departments. Counties are encouraged to contact housing@dss.ca.gov with any questions related to the funds acceptance process.

VI. LETTER OF INTEREST

The CDSS recognizes that many counties with populations under 200,000 did not accept the allocations published in the [NOFA dated June 10, 2022](#). Recognizing the need to preserve licensed adult and senior care facilities across the entire state, CDSS is accepting Letters of Interest (LOI) from counties with populations less than 200,000 who are interested in accepting CCE Preservation Funds but require additional supports to do so, and are therefore not able to accept funds at this time.

If a county with **a population of less than 200,000** is interested in implementing a CCE Preservation program, but not currently able to accept CCE Preservation Funds, please provide an LOI addressing the following elements:

- I. Summary of county's interest and need for CCE Preservation Funds
- II. Barriers preventing the county from implementing CCE Preservation Funds
- III. Resources or supports that CDSS or AHP could provide to overcome these barriers

Please submit LOIs (no more than one LOI per county) by **Wednesday, January 25, 2023**, to housing@dss.ca.gov.

The CDSS will review LOIs to understand where additional technical assistance or support is needed. The CDSS may request additional information to better understand the barriers identified within LOIs. Funding is not guaranteed through submission of an LOI. Furthermore, an LOI is not required before submitting a Director's Certification.

Counties are encouraged to contact housing@dss.ca.gov with any questions regarding the LOI process.

VII. UPDATED AWARD TIMELINE

The CDSS will issue award letters on a rolling basis within 45 business days of receiving a completed Director's Certification.

The AHP will issue or amend a Standard Agreement (contract), as applicable following the release of award letters. The Standard Agreement must be signed, submitted, and fully executed with AHP before these additional OSP funds will be disbursed.

The [NOFA dated June 10, 2022](#), requires that participating counties submit an Implementation Plan by January 15, 2023. If a continuing county has already submitted an Implementation Plan by the time additional funds are accepted, counties may amend their plan, if needed. The CDSS does not anticipate significant changes in county implementation plans based on this FY 2022--23 augmented funding. Further instructions related to amended or revised Implementation Plans, as well as

Implementation Plan timeline for newly participating counties, will be provided under separate cover, as applicable.

VII. TECHNICAL ASSISTANCE AND ADDITIONAL INFORMATION

The CDSS and AHP are committed to providing support to counties interested in implementing CCE Preservation Funds. The AHP will be providing informational webinars, templates and sample documents, and direct technical assistance support throughout implementation. Counties are encouraged to contact housing@dss.ca.gov with any questions, concerns, or technical assistance requests regarding implementation of the CCE Preservation Program.

Refer to the [NOFA dated June 10, 2022](#), for more information on the purpose, eligibility requirements, program operating requirements, and responsibilities for county implementation of the CCE Preservation Funds.

Refer to the [CCE Preservation website](#) to review additional resources, including FAQs and a recording of an informational webinar held June 17, 2022.

Contact housing@dss.ca.gov with questions about this letter or attachments.

ATTACHMENT ONE: ALLOCATION TABLES

Counties wishing to accept the noncompetitive allocations in Tables 1 and/or 2 shall submit a signed and completed Director's Certification (Attachment One of this ACWDL) to housing@dss.ca.gov by **Wednesday, January 25, 2023**.

Table One: Operating Subsidy Payment Noncompetitive Allocations

County	A. FY 21--22 OSP Funds Remaining	B. Additional FY 22--23 OSP Funds	C. Total FY 21--22 and FY 22--23 OSP Funds Available to Accept (A+B)	D. For Reference: Total OSP Funds Made Available through FY 21--22 and FY 22--23 (includes new and previously accepted funds)
Alameda	Accepted	\$1,535,773	\$1,535,773	\$3,055,380
Alpine	-	-	-	-
Amador	\$200,000	\$26,221	\$226,221	\$226,221
Butte*	-	-	-	-
Calaveras	\$200,000	\$18,729	\$218,729	\$218,729
Colusa	-	-	-	-
Contra Costa	Accepted	\$1,202,398	\$1,202,398	\$2,392,139
Del Norte	-	-	-	-
El Dorado	\$200,000	\$22,475	\$222,475	\$222,475
Fresno	Accepted	\$1,112,499	\$1,112,499	\$2,213,288
Glenn	Accepted	\$14,983	\$14,983	\$214,983
Humboldt	Accepted	\$41,204	\$41,204	\$241,204
Imperial	\$200,000	\$153,577	\$353,577	\$353,577
Inyo	-	-	-	-
Kern	Accepted	\$839,057	\$839,057	\$1,669,281
Kings	\$200,000	\$52,441	\$252,441	\$252,441
Lake	\$200,000	\$22,475	\$222,475	\$222,475
Lassen	\$200,000	\$7,492	\$207,492	\$207,492
Los Angeles	Accepted	\$19,863,912	\$19,863,912	\$39,518,733
Madera	Accepted	\$89,899	\$89,899	\$289,899
Marin	Accepted	\$221,002	\$221,002	\$439,677
Mariposa	-	-	-	-

Mendocino	\$200,000	\$59,933	\$259,933	\$259,933
Merced	Accepted	\$86,153	\$86,153	\$286,153
Modoc	-	-	-	-
Mono	-	-	-	-
Monterey	Accepted	\$651,767	\$651,767	\$1,296,673
Napa	\$200,000	\$14,983	\$214,983	\$214,983
Nevada	Accepted	\$14,983	\$14,983	\$214,983
Orange	Accepted	\$4,685,981	\$4,685,981	\$9,322,636
Placer	Accepted	\$198,527	\$198,527	\$398,527
Plumas	-	-	-	-
Riverside	Accepted	\$1,797,978	\$1,797,978	\$3,577,030
Sacramento	Accepted	\$2,442,254	\$2,442,254	\$4,858,800
San Benito*	-	-	-	-
San Bernardino	Accepted	\$2,816,833	\$2,816,833	\$5,604,015
San Diego	Accepted	\$3,382,447	\$3,382,447	\$6,729,289
San Francisco	Accepted	\$1,513,298	\$1,513,298	\$3,010,667
San Joaquin	Accepted	\$1,352,230	\$1,352,230	\$2,690,226
San Luis Obispo	Accepted	\$138,594	\$138,594	\$338,594
San Mateo	Accepted	\$827,819	\$827,819	\$1,646,924
Santa Barbara	\$263,151	\$265,951	\$529,102	\$529,102
Santa Clara	Accepted	\$1,636,909	\$1,636,909	\$3,256,588
Santa Cruz	Accepted	\$483,207	\$483,207	\$961,327
Shasta	\$200,000	\$138,594	\$338,594	\$338,594
Sierra	-	-	-	-
Siskiyou	Accepted	\$48,695	\$48,695	\$248,695
Solano	Accepted	\$580,597	\$580,597	\$1,155,083
Sonoma	Accepted	\$344,613	\$344,613	\$685,598
Stanislaus	Accepted	\$1,532,027	\$1,532,027	\$3,047,928
Sutter	Accepted	\$550,631	\$550,631	\$1,095,466
Tehama	\$218,675	\$221,002	\$439,677	\$439,677
Trinity	Accepted	\$22,475	\$22,475	\$222,475
Tulare	\$448,469	\$453,240	\$901,709	\$901,709
Tuolumne	\$200,000	\$26,221	\$226,221	\$226,221
Ventura	Accepted	\$569,360	\$569,360	\$1,132,727
Yolo	Accepted	\$104,882	\$104,882	\$304,882
Yuba	Accepted	\$63,678	\$63,678	\$263,678
Total	\$3,130,295	\$52,250,000	\$55,380,295	\$106,997,179

*Counties marked with an asterisk have licensed facilities in which regional centers are not the vendor, but the allocation methodology used did not identify any such licensed facilities that serve any recipients or applicants of SSI/SSP or CAPI. If the county is

aware of eligible adult and senior care facilities not funded by regional centers that are currently serving recipients or applicants of SSI/SSP or CAPI, a base allocation of \$200,000 may be requested by contacting housing@dss.ca.gov **by the deadline of Wednesday, January 25, 2023.**

Table One Column Descriptions

- Column A indicates whether a county has already accepted the FY 2021--22 OSP funds previously made available, or whether there are remaining funds available for acceptance from FY 2021--22.
- Column B provides the new, additional FY 2022--23 OSP allocation amount available for acceptance.
- Column C totals the available funds in Column A and B – **this is the total amount available for the county to accept at this time through the Director's Certification.**
- Column D is the total amount that has been made available to the county, including funds already accepted and funds currently available to accept. For example, if all OSP funds are accepted from FY 2021--22 and FY 2022--23, the amount in Column D will be the total amount that the county has available in OSP funds.

Table Two: Capital Preservation (CP) Funds Noncompetitive Allocations

Counties that did not initially accept any FY 2021--22 CP funds may accept the FY 2021--22 CP noncompetitive allocation amounts **before Wednesday, January 25, 2023.** The allocation amounts below are the same as those published in the NOFA dated June 10, 2022. Counties that have already accepted the allocations are indicated as such. No additional CP funds were appropriated in FY 2022—23.

County	Remaining FY 2021--22 CP Funds
Alameda	Accepted
Alpine	-
Amador	\$200,000
Butte*	-
Calaveras	\$200,000
Colusa	-
Contra Costa	Accepted
Del Norte	-
El Dorado	\$200,000
Fresno	Accepted
Glenn	Accepted
Humboldt	Accepted
Imperial	\$413,612
Inyo	Accepted
Kern	Accepted
Kings	\$200,000
Lake	\$200,000
Lassen	\$200,000
Los Angeles	Accepted
Madera	Accepted
Marin	Accepted
Mariposa	-
Mendocino	\$200,000
Merced	\$232,026
Modoc	-
Mono	-
Monterey	Accepted
Napa	\$200,000
Nevada	Accepted
Orange	Accepted
Placer	Accepted
Plumas	-
Riverside	Accepted
Sacramento	Accepted
San Benito*	-
San Bernardino	Accepted
San Diego	Accepted
San Francisco	Accepted

San Joaquin	Accepted
San Luis Obispo	Accepted
San Mateo	Accepted
Santa Barbara	Accepted
Santa Clara	Accepted
Santa Cruz	Accepted
Shasta	\$373,259
Sierra	-
Siskiyou	Accepted
Solano	Accepted
Sonoma	\$928,104
Stanislaus	Accepted
Sutter	Accepted
Tehama	\$595,197
Trinity	Accepted
Tulare	\$1,220,659
Tuolumne	\$200,000
Ventura	Accepted
Yolo	Accepted
Yuba	Accepted
Total	\$5,562,857

*Counties marked with an asterisk have licensed facilities in which regional centers are not the vendor, but the allocation methodology used did not identify any such licensed facilities that serve any recipients or applicants of SSI/SSP or CAPI. If the county is aware of eligible adult and senior care facilities not funded by regional centers that are currently serving recipients or applicants of SSI/SSP or CAPI, a base allocation of \$200,000 may be requested by contacting housing@dss.ca.gov by the deadline of **Wednesday, January 25, 2023**.

ATTACHMENT TWO: FY 22--23 CCE PRESERVATION DIRECTOR'S CERTIFICATION

Counties must submit a completed, signed Director's Certification to housing@dss.ca.gov by **Wednesday, January 25, 2023**, to accept funds. Director's Certifications must be submitted by both counties accepting CCE Preservation Funds for the first time, as well as counties that have not previously accepted funds for the program – however, please note that not all sections are applicable to counties that previously accepted funds.

Section I: Contact Information

All counties:

1. County: _____
2. Point of contact for this Director's Certification (Note: CDSS and AHP may contact this person if there are questions about the certification):
 - A. Name: _____
 - B. Title: _____
 - C. Email: _____
3. Please indicate which county agency or department is accepting funds on behalf of the county:
 - A. County Department or Agency Name: _____

Section II: Accept OSP Funds

Counties accepting any OSP funds must fill out this Section, regardless of whether they have previously accepted CCE Preservation Funds.

4. The county hereby:
 - Accepts the full allocation of OSP funds (Attachment One, Table One, Column C)
 - Accepts a partial allocation of OSP funds (Attachment One, Table One, Column C)
 - Declines entire allocation of OSP funds available (Attachment One, Table One, Column D)Confirm amount of OSP funds accepted (do not include previously accepted funds): \$ _____
5. Confirm total amount of OSP funds accepted by the county to date, including any OSP funds previously accepted and the amount accepted in Question 4:
\$ _____

Please check this box if the county is interested in accepting additional OSP funds, if available

Section III: Accept CP Funds

If a county has already accepted the full amount of CP funds currently available to their county, **do not complete this section**. Although no additional funds have been made available for CP funds in FY 2022--23, counties that did not previously accept FY 2021--22 CP funds may fill out the below to do so.

6. The county hereby:

- Accepts the full amount of CP funds in Attachment One, Table Two
- Accepts a partial amount of CP funds in Attachment One, Table Two
- Declines entire allocation of CP funds available in Attachment One, Table Two

7. Confirm amount of CP funds accepted (do not include previously accepted funds): \$ _____

Check this box if the county is interested in accepting additional CP funds, if available.

Check this box to confirm the county will provide the 10 percent match for any CP funds accepted. Match may be provided by the county or contributed by facilities awarded CP funds. However, counties are responsible for ensuring that the 10 percent match is met.

Section IV: Director Certification Agreement

By submitting this certification to accept funds, the Director of the county department administering the program certifies that the implementation of CCE Preservation Funds will be consistent with relevant laws, regulations, program guidance, and evidence-based practices, including those outlined in this ACWDL as well as the NOFA dated June 10, 2022.

County Director Signature

County Director Name

Date

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

DATE: JUNE 10, 2022

TO: ALL COUNTY DIRECTORS

SUBJECT: NOTICE OF FUNDING AVAILABILITY FOR THE COMMUNITY CARE EXPANSION PROGRAM: PRESERVATION OPERATIONAL SUBSIDIES AND PRESERVATION CAPITAL FUNDS

REFERENCE: [Assembly Bill \(AB\) 172 \(Chapter 696, Statutes of 2021\)](#); [Welfare and Institutions Code \(WIC\) Section 18999.97](#); [Senate Bill \(SB\) 129 \(Chapter 69, Statutes of 2021\)](#)

The purpose of this letter is to notify all County Directors of noncompetitive allocations available for all counties with licensed residential adult and senior care facilities. This funding is available through the Community Care Expansion (CCE) Preservation Funds for the immediate preservation of licensed residential adult and senior care facilities serving applicants or recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) or Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness. The CCE Preservation Funds include operating subsidies and funds for capital projects.

Counties accepting these funds will be responsible for the administration and disbursement of funds to existing licensed adult and senior care facilities serving the prioritized population, consistent with the state guidelines provided within this funding announcement.

The California Department of Social Services (CDSS) is contracting with Advocates for Human Potential, Inc. (AHP), a consulting and research firm focused on improving health and human services systems, to serve as the third-party administrator for the CCE program.

I. PROGRAM BACKGROUND

California has a shortage of adult and senior care facilities (e.g., Adult Residential Facilities [ARFs] and Residential Care Facilities for the Elderly [RCFEs]) that accept individuals receiving or applying for SSI/SSP or CAPI. It has also seen a decline in the number of SSI/SSP recipients residing in adult and senior care facilities. The CCE program was established by [Assembly Bill \(AB\) 172 \(Chapter 696, Statutes of 2021\)](#) to fund capital projects and promote the sustainability of residential adult and senior care facilities and to address historic gaps in the long-term care continuum. The CCE program will provide a total of \$805 million in funding for acquisition, construction, and rehabilitation to preserve and expand adult and senior care facilities that serve SSI/SSP

Community Care Expansion Preservation Program Operating Subsidy Payment and Capital Projects Notice of Funding Availability

and CAPI applicants and recipients, including those who are experiencing or at risk of homelessness.

A total of \$195 million is reserved for the CCE Preservation Funds, which are intended to immediately preserve and avoid the closure of licensed residential adult and senior care facilities serving [qualified residents](#), defined as applicants or recipients of SSI/SSP or CAPI, including the "[prioritized population](#)" of qualified residents who are experiencing or at risk of homelessness ([WIC sections 18999.97\(c\)\(1\) and \(2\)](#)).

The \$195 million Preservation Funds comprise \$55 million in state general funds for preservation operating subsidy payments and \$140 million in State Fiscal Recovery Funds (SFRF) established by the American Rescue Plan Act (ARPA) of 2021 (Public Law 117-2) for preservation capital projects. Refer to [Section II: Allocation and Budget](#) for additional information on the funding available for each of these eligible uses and expenditure deadlines.

California State Priorities

CCE funding opportunities are designed to address the following state priorities:

- Invest in behavioral health and community care options that advance racial equity
- Seek geographic equity of behavioral health and community care options
- Address urgent gaps in the care continuum for people with behavioral health conditions, including seniors, adults with disabilities, and children and youth
- Increase options across the life span that serve as an alternative to incarceration, hospitalization, homelessness, and institutionalization
- Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing homelessness and justice involvement
- Ensure care can be provided in the least restrictive settings to support community integration, choice, and autonomy
- Leverage county and Medi-Cal investments to support ongoing sustainability
- Leverage the historic state investments in housing and homelessness

In addition to the CCE Preservation Funds described in this letter, \$570 million is available for the CCE Capital Expansion Program through a joint [Request for Applications](#) alongside the Department of Health Care Services Behavioral Health Continuum Infrastructure Program. **The timeline, eligible uses, program guidelines, and eligibility for the CCE Capital Expansion Program are distinct from the CCE Preservation Funds outlined in this letter.** Counties interested in funds to support the creation or expansion of care facilities or other residential care settings to serve recipients or applicants of SSI/SSP or CAPI are encouraged to learn more about the

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

[CCE Capital Expansion](#) funds, which are available for acquisition, construction, and rehabilitation to expand adult and senior care facilities serving qualified residents. Please visit the [Improving California's Infrastructure website](#) for more information on CCE Capital Expansion funds.

II. ALLOCATION AND BUDGET INFORMATION

Funding Availability

The CCE Preservation Funds identified in this letter total \$195 million in noncompetitive allocations to counties for the immediate preservation of licensed residential adult and senior care facilities serving qualified residents. Note: facilities vendored by [regional centers](#) are not eligible for CCE Preservation Funds. However, these facilities and/or operators are encouraged to contact the regional center to request assistance in identifying resources related to capital development or rehabilitation, if applicable.

The CCE Preservation Funds are divided into two components:

- **Operating Subsidy Payments (OSP):** \$55 million is available to fund operating subsidies to existing licensed residential adult and senior care facilities serving [qualified residents](#). The intent of the OSP funds is to preserve and avoid the closure of critical residential adult and senior care facilities. OSP funds can cover an eligible licensed facility's potential or projected operating deficits. Refer to [Sections 101](#) and [201](#) for more information on OSPs.
- **Capital Projects (CP):** \$140 million is available in capital funds to preserve facilities in need of critical repairs or required upgrades, thereby potentially preventing facility closure, which could result in exits to homelessness. Funds can be applied to physical repairs and upgrades on an approved facility's property, including inside or outside the facility, within its property line. The CP can also fund repairs needed to ensure facilities are compliant with licensing standards. Refer to [Sections 102](#) and [202](#) for more information on CPs.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

Funding and match requirements are as follows:

Purpose	Match	Funding Source and Expenditure Timeline	Amount
Operating Subsidy Payments (OSP)	None	State general fund must be obligated by June 30, 2027, and liquidated by June 30, 2029	\$55,000,000
Capital Projects (CP)	10% match	Federal SFRF funds must be obligated by June 30, 2024, and liquidated by December 31, 2026	\$140,000,000
Total CCE Preservation Funds			\$195,000,000

Federal and State Expenditure Timeline

Of the \$195 million in CCE Preservation Funds, the OSP component is funded by state general funds. OSP funds must be obligated by June 30, 2027, and liquidated by June 30, 2029.

The CP component is funded by the SFRF pursuant to ARPA. CP funds must be obligated by June 30, 2024, and liquidated by December 31, 2026.

Allocation Methodology

OSP and CP preservation funds are available to all counties with current licensed facilities serving qualified residents. The noncompetitive allocations are listed in [Section 206](#). A need-based methodology for each county was determined by calculating the proportion of beds in existing licensed facilities currently serving individuals receiving SSI/SSP according to Community Care Licensing Division (CCLD) survey data. Facilities funded by regional centers are excluded and not eligible for CCE Preservation Funds. Refer to “Process to Accept CCE Preservation OSP and/or CP Funds” below for information on how county entities can accept funds.

Funding is not available in the noncompetitive allocation for counties with no qualifying facilities (i.e., no current licensed facilities willing to accept individuals who are applicants or recipients of SSI/SSP, not funded by [regional centers](#)). However, a base allocation of \$200,000 may be requested if the county believes there are existing licensed adult and senior care facilities serving applicants or recipients of SSI/SSP or CAPI that were not identified by the need-based methodology. Counties interested in this option must contact cce.preservation@ahpnet.com no later than July 15, 2022.



**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

Refer to [Section 206](#) to review the counties that fall into this category, as indicated by an asterisk.

Allocations and Awards Timeline

The following table summarizes the CCE Preservation Fund timeline:

Notice of funding availability released	June 10, 2022
Stakeholder webinar	June 17, 2022
Deadline for counties to accept allocations via the Director's Certification	July 15, 2022
Deadline for counties to submit initial Implementation Plan for OSP and/or CP Preservation Funds	October 15, 2022
Deadline for counties to submit final Implementation Plan for OSP and/or CP Preservation Funds	January 15, 2023
Initial award announcements	Continuous; individual award announcements will be issued within 45 days of receipt of a complete Director's Certification
Standard Agreement (contract) with participating counties	AHP will issue a Standard Agreement (contract) for counties within 60 days of county initial Implementation Plan submission

CDSS reserves the right to modify the projected timeline at any time.

Process to Accept CCE Preservation OSP and/or CP Funds

Counties may choose to accept funds for either OSP, CP, or both. If both are accepted, a county must designate one county department to implement both program components. Any county department is eligible to accept the funds; examples include, but are not limited to, social service departments, health departments, aging or adult services, the behavioral health department, or housing and community development departments. However, the same county department must administer both OSP and CP funds.

Counties must accept or decline funds via the Director's Certification in the web portal by July 15, 2022. Counties are encouraged to accept funds as soon as possible to meet the immediate needs of adult and senior care facilities at risk

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

of closure. Funds not accepted by July 15, 2022, will be redistributed to counties that confirm an ability to accept additional funds via the web portal.

Award Announcement and Contract

AHP will review responses via the web portal on a rolling basis. Within 45 days of receiving the complete Director's Certification, AHP will issue an award letter.

Following submission of a signed Director's Certification, counties will be required to submit an initial CCE Preservation Funds Implementation Plan. Initial plans are due no later than October 15, 2022. If additional time is needed to seek local approval or to finalize the plan, counties may submit an amended or final Implementation Plan no later than January 15, 2023.

AHP will issue a Standard Agreement (contract) within 60 days of receipt of an initial Implementation Plan. The final Implementation Plan will be attached as an Addendum to the Standard Agreement (contract) and monitored for compliance where appropriate, as well as serve as a starting point for ongoing technical assistance (TA). The Standard Agreement must be signed, submitted, and fully executed with AHP before initial funding can be disbursed.

III. PROGRAM ADMINISTRATION

Summary of Program Requirements

AHP, with direction from CDSS, will award funds and issue contracts for CCE Preservation Funds to interested counties. AHP will use the web platform to obtain Director's Certifications and Implementation Plans.

Counties accepting funds shall be responsible for and asked to certify to the following:

- Submit a Director's Certification of funds acceptance.
- Identify one county department to manage all CCE Preservation Funds (both OSP and CP grants).
- Submit an Implementation Plan outlining how the program will be administered.
- Ensure program administration is consistent with the attached notice of funding availability (NOFA) and executed contract, including application processes, funding disbursement, and monitoring for funding accepted (OSP, CP, or both) for eligible use.
- Ensure facilities receiving funds are in good standing with [CCLD](#) at CDSS.
- Maximize funds for preservation of licensed facilities serving [qualified residents](#) and the [prioritized population](#) and limiting county administrative costs to 10 percent or less.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

- Provide reports to AHP and CDSS upon request. The reporting frequency is generally expected to be quarterly at minimum; however, additional ad hoc reports may be requested.
- Provide match funds for CP funds of at least 10 percent, either provided by the county or contributed by facilities in receipt of CP funds. Note: OSP funds do not require a county match.

Technical Assistance

AHP has been contracted to offer ongoing general training and TA throughout the life of the CCE Preservation Funds, effective immediately. Topics may include, but are not limited to, permit and licensing requirements, construction plans, oversight and management, braiding of funds, workforce development strategies, racial equity, serving diverse and complex individuals, and leveraging Medicaid and other funding sources for sustainability and budgeting best practices. AHP will also conduct informational webinars on topics such as strategies to serve target and prioritized populations, braiding resources to ensure viability, and green/sustainable building practices, as well as addressing concerns common to capital development projects serving the prioritized populations.

Counties may request TA by contacting cce.preservation@ahpnet.com.

Additional information about AHP and CCE is available at <https://www.buildingcalhhs.com>.

IV. QUESTIONS AND ADDITIONAL INFORMATION

Contact cce.preservation@ahpnet.com with questions about this letter or attachments.

Additional information to address questions will be provided through a public webinar scheduled for June 17, 2022); an announcement will be forthcoming, following the release of this letter.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

**Community Care Expansion Preservation
Operating Subsidy Payment and Capital Projects**

Notice of Funding Availability

Contents

Article I – Program Overview	9
Section 101 – Preservation OSP.....	9
Section 102 – Preservation CP	11
Article II – Eligible Recipients and Expenditures.....	11
Section 201 – Preservation OSP Eligible Recipients	11
Section 202 – Preservation CP Eligible Recipients	12
Section 203 – Ineligible OSP or CP Recipients.....	14
Section 204 – Facility Prioritization Criteria.....	14
Section 205 – Eligible/Ineligible Expenditures.....	15
Section 206 – County Allocations.....	17
Article III – County Program Implementation Requirements	18
Section 301 – County Implementation Plan	18
Section 302 – Fund Disbursement.....	19
Section 303 – Preservation Capital Projects Funding Match	24
Section 304 – Service Use Terms.....	25
Article IV – Preservation Program Requirements	25
Section 401 – Data Collection and Reporting	25
Section 402 – Monitoring and Program Oversight.....	26
Article V – Authorizing and Applicable Law	27
Section 501 – Federal and State Program Requirements.....	27
Section 502 – Collaboration, Racial Equity, and Fair Housing	30
Key Definitions.....	31
Acronyms.....	33
Addendum A.....	33
Examples of CCE CP Fund Disbursement Procedures	33

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

Article I – Program Overview

The Community Care Expansion (CCE) Preservation Funds consist of two components: 1) Operating Subsidy Payments (OSP) and 2) Capital Projects (CP).

The unique goals, eligibility, and uses of each component are outlined throughout this attachment. Both components are intended to support the immediate preservation of licensed residential adult and senior care facilities serving [qualified residents](#), defined as applicants or recipients of SSI/SSP or CAPI, including the [prioritized population](#) of qualified residents who are experiencing or at risk of homelessness.

Section 101 – Preservation OSP

The intent of the OSP funds is to provide [operating subsidies](#) to existing licensed residential adult and senior care facilities to preserve them and avoid their closure, as well as to increase the acceptance of new qualified residents, including the prioritized population. Note: Facilities vendored by a [regional center](#) are not eligible for these funds.

OSP funds can cover an eligible licensed facility's potential or projected operating deficits. Operating costs are the costs associated with the day-to-day physical operation (e.g., staffing, utilities, security, maintenance) of qualified facilities. OSP funds will cover operating costs that are not covered by existing revenues. Eligible uses are further defined in [Section 205](#).

Counties accepting OSP funding are required to develop an application, allocation methodology, and award process for eligible licensed facilities consistent with state guidelines outlined in this document. Counties may determine whether they want to provide a set monthly payment or cost reimbursement based on actual costs and expenditures. Examples of each of these options are described below:

- **Set monthly payment:** A county may develop an allocation methodology for a monthly payment based on the number of beds currently occupied by qualified residents. In this scenario, the county shall determine the appropriate monthly amount for the operating subsidy payments that a facility would receive based on local needs. The monthly amount shall be applied at a rate per bed occupied by a [qualified resident](#) that month; beds occupied by non-qualified residents may not be included in the allocation methodology. With a set monthly payment, CDSS recommends subsidy payments of at least \$1,000 per bed for qualified residents, unless the county determines, based on their local needs assessment, that the amount should be less than \$1,000 per bed for qualified residents. For example, if the monthly amount is set at \$1,000 and four beds are currently occupied by qualified residents, the facility would receive a total of \$4,000 in OSP funds that

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

month. If in the next month there are only three beds occupied by qualified residents, the facility would receive \$3,000.

- **Cost reimbursement:** A county may reimburse facilities based on actual costs and expenditures. The facility can only be reimbursed for the share of eligible operating costs applicable to qualified residents. Counties choosing to use a cost reimbursement method should provide a template tool for facility applicants to project their operating costs and deficits for a set period. For example, if 25 percent of a facility's beds are occupied by qualified residents, then the facility may request reimbursement for 25 percent of that month's eligible operating costs. Each month, the total reimbursed may vary due to changes in monthly operating costs as well as changes in the number of qualified residents in a facility.

Consistent with [Welfare and Institutions Code \(WIC\) section 18999.97](#), facilities in receipt of OSP shall be deed restricted to provide licensed adult and senior residential care for at least the length of time the county will provide operating subsidy payments. A deed restriction on the title of the property safeguards the property for purposes consistent with the grant for the duration of the contract performance period. A deed restriction must be recorded on the title to the property before the county can approve any OSP. As such, facility operators that are leasing the property must obtain the owner's consent for the deed restriction.

The length of time each county will provide OSP may vary depending on the county's OSP allocation, the number of facilities in receipt of OSP, and the amount of the monthly OSP. For example, a county determines they will provide OSP to eligible facilities over the course of 3 years. This duration of 3 years was determined based on the county's allocation and number of facilities the county prioritized to receive OSP. In this example, all facilities receiving OSP shall be deed restricted to provide licensed adult and senior residential care for at least the 3 years that the county will provide OSP via the CCE Preservation Funds.

Counties may request further technical assistance (TA) regarding how to establish processes to ensure properties are deed restricted, consistent with the statutory requirements, by contacting Advocates for Human Potential, Inc. (AHP) at cce.preservation@ahpnet.com.

Note: OSP must be used to cover the facility's operating deficits. SSI/SSP or CAPI recipients may not receive free or reduced amount for board/room or care or supervision as a result of the OSP funding. OSP funding must not supplant the recipient's payment to the facility or supplement their board/room charge.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

Section 102 – Preservation CP

The CP component of the CCE Preservation Funds provides capital funds to preserve facilities in need of repairs or required upgrades, thereby potentially preventing a facility closure and exits to homelessness. Funds can be applied to physical repairs and upgrades on an approved facility's property, including inside or outside the facility, within its property line. The CP funds can also be used for repairs needed for facilities to ensure they are compliant with licensing standards. Eligible uses are further defined in [Section 205](#).

Counties accepting CP funding are required to develop an application, allocation methodology, and award process for eligible licensed facilities that are currently serving qualified individuals.

Article II – Eligible Recipients and Expenditures

CCE Preservation noncompetitive allocations will be distributed to the county department designated by the county, once they are accepted through the process described in [Section 302](#). If both OSP and CP funds are accepted, one county department must manage both programs. Examples of county departments may include, but are not limited to, the housing development department, aging or adult services, or the behavioral health department. The department implementing OSP and/or CP should collaborate closely with behavioral health and homelessness systems of care to implement the program.

The designated county department will be responsible for the program administration, funding disbursement, and monitoring for OSP and CP to eligible licensed facilities, as applicable, as described in [Sections 302](#) and [402](#), respectively.

Counties accepting OSP and/or CP funds must provide information via an Implementation Plan that outlines how the county's funding application and dissemination process will target facilities that meet the eligibility and prioritization criteria outlined below. More information on the Implementation Plan is included in [Section 301](#).

Section 201 – Preservation OSP Eligible Recipients

OSP funds are intended to provide operating subsidies to existing licensed eligible residential adult and senior care facilities to preserve and avoid their closure, and to increase the acceptance of new [qualified residents](#), including the [prioritized population](#).

To receive OSP funding, facilities must meet the following eligibility criteria:

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

1. Be an existing licensed [Adult Residential Facility \(ARF\)](#), as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; [Residential Care Facility for the Elderly \(RCFE\)](#), as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or [Residential Care Facility for the Chronically Ill \(RCFCI\)](#), as defined in Title 22, section 87801(r)(5) of the California Code of Regulations;
2. Currently serve at least one [qualified resident](#);
3. Be in good standing with the [Community Care Licensing Division \(CCLD\)](#) or certify that the capital project funds will bring them into good standing, defined as licensees in “substantial compliance” with licensing statues and regulations per [Title 22, sections 80001\(s\)\(8\), 81001\(s\)\(8\), 87101\(s\)\(9\), and 87801\(s\)\(7\) of the California Code of Regulations](#); and
4. Have a critical monthly or annual operating and cash flow gap that places the facility at risk of closure or at risk of reducing the number of beds for qualified residents.

Facilities may certify that they meet these eligibility criteria through a written statement or attestation as part of the application process. Although counties may request further documentation when needed, CDSS encourages counties to develop streamlined and low-barrier applications to facilitate timely awards.

To accept funds, facilities must also agree to meet the following conditions **throughout implementation**:

1. Use funds in accordance with the eligible uses outlined in [Article II](#) as well as the program requirements outlined in [Article IV](#) and throughout this NOFA.
2. Agree to continue serving applicants or recipients of SSI/SSP or CAPI.
3. Agree to prioritize applications from qualified residents who are currently experiencing or at risk of homelessness.
4. Remain in good standing with CCLD.
5. Consistent with [WIC section 18999.97\(f\)](#), include a deed restriction to provide licensed adult and senior residential care for the length of time the grantee provides operating subsidy payments.

Counties shall monitor adherence to these requirements and ensure that facilities continue to meet the standards outlined above throughout program implementation. Counties will be responsible for reporting on the adherence to these requirements through regular program reports, as further described in [Section 401](#).

Section 202 – Preservation CP Eligible Recipients

CP funds are intended to preserve essential residential adult and senior care facilities in need of resources for repairs or required upgrades and that serve [qualified residents](#) and the [prioritized population](#).

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

To receive CP funding, facilities must meet the following eligibility criteria:

1. Be an existing licensed [Adult Residential Facility \(ARF\)](#), as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; [Residential Care Facility for the Elderly \(RCFE\)](#), as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or [Residential Care Facility for the Chronically III \(RCFCI\)](#), as defined in Title 22, section 87801(r)(5) of the California Code of Regulations;
2. Currently serve at least one [qualified resident](#);
3. Be in good standing with [CCLD](#) or certify that the capital project funds will bring them into good standing, defined as licensees in “substantial compliance” with licensing statues and regulations per [Title 22, sections 80001\(s\)\(8\), 81001\(s\)\(8\), 87101\(s\)\(9\), and 87801\(s\)\(7\) of the California Code of Regulations](#); and
4. Have a critical gap in their financial ability to make the needed repairs or upgrades, placing the facility at risk of closure or at risk of reducing the number of beds for qualified residents.

Facilities may certify that they meet these eligibility criteria through a written statement or attestation as part of the application process. Although counties may request further documentation when needed, CDSS encourages counties to develop streamlined and low-barrier applications to facilitate timely awards.

To accept funds, facilities must also meet the following conditions **throughout implementation**:

1. Use funds in accordance with the eligible uses outlined in [Article II](#), as well as the program requirements outlined in [Article IV](#) and throughout this NOFA.
2. Agree to continue serving applicants or recipients of SSI/SSP and CAPI.
3. Agree to prioritize applications from qualified residents currently experiencing or at risk of homelessness.
4. Remain in good standing with CCLD.

Note: Counties may require that facilities receiving CP funds include a deed restriction on the property that the facility be used to provide licensed adult and senior residential care for a period of time specified by the county. CDSS recommends counties include a deed restriction of 5 years or the length of time the county determines appropriate, relative to the amount of funds awarded to the facility. For example, it may be appropriate to require deed restriction for more than 5 years when a facility receives CP funds in excess of \$250,000.

Although CDSS recommends a deed restriction, in some cases it may not be feasible for the operator to agree to a deed restriction. For example, operators receiving CP

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

funds may not be able to agree to a deed restriction when the operator does not own the facility. In those cases, the county should include another form of agreement specifying the operator will continue to serve the qualified population and prioritize people experiencing or at risk of homelessness, as appropriate.

Counties shall monitor adherence to these requirements and ensure that facilities continue to meet the standards outlined above throughout program implementation. Counties will also be required to report on adherence to these requirements through regular program reports, as further described in [Section 401](#).

Section 203 – Ineligible OSP or CP Recipients

Facilities vendored by regional centers are not eligible for OSP or CP funds.

Section 204 – Facility Prioritization Criteria

Counties shall distribute funds to facilities in a manner that supports the overall goal to preserve eligible facilities and increase beds for [qualified residents](#) and the [prioritized population](#). Counties shall use the following criteria to prioritize eligible facilities for CCE Preservation Funds:

1. Facilities at the highest risk of closure that can be prevented through OSP or CP funds.
2. Facilities with the highest percentage or number of [qualified residents](#) served.

In addition to the criteria outlined above, counties may establish additional facility prioritization criteria to address local needs and the overall goals of the CCE Preservation Program.

Information on prioritization will be requested as part of the Implementation Plan.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

Section 205 – Eligible/Ineligible Expenditures

A. County Uses for OSP and CP:

- Funds must be used to supplement, not supplant, other funding available from existing local, state, or federal programs or grants with similar purposes (i.e., existing funds used to support the prioritized population).
- County administrative costs must be minimized, not to exceed 10 percent.
- The remaining funds outside of administrative costs are to be distributed to the eligible and selected licensed adult and senior care facilities.

B. Eligible OSP Facility Costs:

Operating costs are associated with the day-to-day physical operation of the qualified setting. The OSP is intended to help facilities cover facility operating deficits. These settings often have costs that exceed the revenue totals each month when they are caring for individuals applying for or receiving SSI/SSP or CAPI. Funds must be used to supplement, not supplant, any existing funds used to support the prioritized population.

Eligible uses of OSP funds may include the following:

- Utilities, including heating, water, sewer, telephone, broadband and internet, and common area utilities
- Maintenance and repairs, including supplies, trash removal, snow removal, pest control, grounds upkeep and landscaping, and painting
- Staff and payroll costs required to sufficiently operate the licensed facility, including administrative, maintenance, and security staff/payrolls; staffing costs must be attributed to the facility as a whole and not in direct service or support of any single individual
- Marketing and leasing, including advertising, credit investigations, and leasing fees
- Taxes and insurance, including real estate taxes and property insurance
- Office supplies and expenses
- Accounting, such as tax filings, audits, and reporting to investors associated with the operation of the qualified facility
- Strategic planning and coordination with local health, social services, or homelessness systems of care to support sustainable long-term facility operations

Refer to [Section 101](#) for more information about how to determine a facility's OSP.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

C. Excluded OSP Facility Costs:

Expenses that are not eligible to be covered by the OSP funds include the following:

- Expenses unrelated to operational costs
- Sponsor distributions
- Expenses or fees related to change in ownership, limited partner buyout, substitution, or assignment of ownership interest
- Expenses or fees related to tort or contract liability

D. Eligible CP Facility Costs:

CP funds can be applied to physical repairs and upgrades on an approved facility's property, inside or outside the facility, within its property line. Funds must be used to supplement, not supplant, any existing funds used to support the prioritized population.

Examples of common allowable costs could include but are not limited to the following:

- Weather stripping repair
- Outdoor activity space upgrades
- Perimeter fencing
- Delayed egress
- Repairs to holes in walls
- Signal system upgrade (e.g., egress and ingress systems, signals/alarms on doors, integration to personal emergency responses systems)
- Elevator repairs
- Water damage repairs
- Appliance upgrades
- Furniture upgrades
- Locked storage area upgrades
- Fire protection upgrades
- Fire alarm systems upgrades
- Employee accommodations upgrades (e.g., break rooms)
- First aid supply upgrades
- Windows and screens repair and upgrades
- Carpet and flooring upgrades
- Interior paint upgrades
- Roof repairs or replacement
- ADA upgrades and other upgrades to improve mobility and accessibility
- HVAC repairs

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

- Repairs or upgrades to bedrooms, bathrooms and showers, common areas, kitchens (note: repairs or upgrades may not increase square footage of the facility)
- Seismic upgrades to applicable facility types with two stories or more
- Solar panel purchasing, installation, and other upgrades that will reduce long-term operating costs
- Other sustainable/green or energy-efficient building upgrades

Capital projects may include physical repairs or upgrades that will prevent the facility from closure and place the facility back in good standing with CCLD, when applicable.

E. Excluded CP Facility Costs:

Expenses that are not eligible to be covered by the CP funds include the following:

- Foundations for leased properties
- Projects that would expand or create a new usable space that would increase the square footage of the facility (see the CCE Capital Expansion RFA on the [Improving California's Infrastructure website](#))
- Provision of services
- Operating costs (facilities should apply for OSP funds if they have operating cost needs)

Section 206 – County Allocations

The following table lists the one-time allocation amounts available for all counties with current licensed facilities serving qualified residents according to CCLD.

Director’s Certification to accept the base allocation must be submitted in the web portal by July 15, 2022. Counties should review [Section II](#) for instructions on how to accept funds.

County	OSP Allocation	CP Allocation
Alameda	\$1,519,607	\$4,136,116
Alpine	-	-
Amador	\$200,000	\$200,000
Butte*	-	-
Calaveras	\$200,000	\$ 200,000
Colusa	-	-
Contra Costa	\$1,189,741	\$3,238,276
Del Norte	-	-

County	OSP Allocation	CP Allocation
Placer	\$200,000	\$534,669
Plumas	-	-
Riverside	\$1,779,052	\$4,842,283
Sacramento	\$2,416,546	\$6,577,434
San Benito*	-	-
San Bernardino	\$2,787,182	\$7,586,243
San Diego	\$3,346,842	\$9,109,544
San Francisco	\$1,497,369	\$4,075,588

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

County	OSP Allocation	CP Allocation
El Dorado	\$200,000	\$200,000
Fresno	\$1,100,789	\$2,996,162
Glenn	\$200,000	\$200,000
Humboldt	\$200,000	\$200,000
Imperial	\$200,000	\$413,612
Inyo*	-	-
Kern	\$830,224	\$2,259,732
Kings	\$200,000	\$200,000
Lake	\$200,000	\$200,000
Lassen	\$200,000	\$200,000
Los Angeles	\$19,654,821	\$53,497,135
Madera	\$200,000	\$242,114
Marin	\$218,675	\$595,197
Mariposa	-	-
Mendocino	\$200,000	\$200,000
Merced	\$200,000	\$232,026
Modoc	-	-
Mono	-	-
Monterey	\$644,906	\$1,755,327
Napa	\$200,000	\$200,000
Nevada	\$200,000	\$200,000
Orange	\$4,636,655	\$12,620,199

County	OSP Allocation	CP Allocation
San Joaquin	\$1,337,996	\$3,641,800
San Luis Obispo	\$200,000	\$373,259
San Mateo	\$819,105	\$2,229,468
Santa Barbara	\$263,151	\$716,254
Santa Clara	\$1,619,679	\$4,408,495
Santa Cruz	\$478,120	\$1,301,363
Shasta	\$200,000	\$373,259
Sierra	-	-
Siskiyou	\$200,000	\$200,000
Solano	\$574,486	\$1,563,654
Sonoma	\$340,985	\$928,104
Stanislaus	\$1,515,901	\$4,126,028
Sutter	\$544,835	\$1,482,949
Tehama	\$218,675	\$595,197
Trinity	\$200,000	\$200,000
Tulare	\$448,469	\$1,220,659
Tuolumne	\$200,000	\$200,000
Ventura	\$563,367	\$1,533,389
Yolo	\$200,000	\$282,466
Yuba	\$200,000	\$200,000
TOTAL	\$54,747,179	\$142,488,003

*Counties marked with an asterisk have licensed facilities, but the allocation methodology used did not match the licensed facilities (not vended by regional centers) with any recipients or applicants of SSI/SSP or CAPI. If the county is aware of eligible adult and senior care facilities not funded by regional centers that are currently serving recipients or applicants of SSI/SSP or CAPI, a base allocation of \$200,000 may be requested by contacting cce.preservation@ahpnet.com by July 15, 2022.

Note: CDSS is in the process of developing guidelines and funding available for tribes, which will be outlined in a separate correspondence.

Article III – County Program Implementation Requirements

Section 301 – County Implementation Plan

Counties accepting OSP and CP will be responsible for the administration, dissemination, and monitoring of the CP and OSP grant funds. Counties may select a third-party administrator to facilitate and manage the disbursement of funds. Counties accepting funds are required to submit an Implementation Plan describing how they will

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

operationalize the CCE Preservation Funds. An initial or draft Implementation Plan is due by October 15, 2022. Counties may submit amended or final Implementation Plans, including approvals by County Board of Supervisors (if required by the county's funding approval processes), no later than January 15, 2023.

The Implementation Plan shall include, but is not limited to, the county's plan to

- Design and implement an application process and/or allocation methodology for OSP and/or CP funds, as applicable;
- Incorporate prioritization criteria into fund distribution process; and
- Monitor use of funds and outcomes in accordance with the guidelines outlined in this section.

AHP will review Implementation Plans as they are received to confirm they are complete and consistent with state guidelines. If needed, AHP will request a consultation with the county to solicit additional information or request edits to the Implementation Plan to be consistent with state guidelines outlined in this letter.

It is important that the county strategy for design and review of eligible CCE Preservation Fund projects is co-designed with persons with lived experience consistent with the county's identified priority populations, which may include, but are not limited to, persons with lived experience of homelessness, behavioral health and/or substance use disorders; people with disabilities; and with other marginalized communities including Black, Indigenous, and people of color (BIPOC) at risk of or experiencing homelessness. County agencies should rely on local data to account for racial inequities and disparities experienced by persons experiencing homelessness in the application evaluation process. Early engagement of key stakeholders with lived experience is essential for establishing equity as the foundation for these settings.

Counties must budget the program appropriately to ensure facilities with the greatest risk of closing and serving the highest proportion of qualified individuals have access to the CCE Preservation Program OSP and CP funds. Counties must minimize administrative costs while maximizing OSP and CP funds to facilities.

Section 302 – Fund Disbursement

The fund disbursement process for counties is outlined below. For the purposes of this section (Section 302 – Fund Disbursement), “subgrantee” refers to the facility (e.g., ARF, RCFE) receiving CP or OSP funds from a county grantee. Additional details will be included in the Standard Agreement issued by AHP upon county acceptance of funds. Please also see [Addendum A](#) for examples of various scenarios for CP fund disbursement.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

A. Disbursement of OSP Funds to Selected Facilities:

Counties shall follow established county procurement, invoicing, and reimbursement processes and execute formal agreements or contracts with the approved subgrantees to govern the use of the Preservation OSP funds. A Funding and Disbursement Agreement (FDA) is one example of the kind of document that could be issued by counties in this context. Agreements must be executed between the county department providing the funds and the approved facility receiving funds. Execution of the grant agreement award shall not automatically trigger a disbursement of funds.

County agreements with subgrantees should, at minimum, delineate the following:

- The subgrantee's reporting responsibilities, including key metrics and data (see [Section 401](#))
- The uses of OSP funds.
- The conditions under which OSP funds may be accessed.
- The procedures and approvals needed for accessing OSP funds.
- Per [WIC section 18999.97\(f\)](#), a requirement that the facility be deed restricted to provide licensed adult and senior residential care for at least the length of time the county will provide OSP.
- Any conditions that would cause repayment of funds or cancellation of future budgeted funds.
- A requirement that facilities in receipt of CCE Preservation Program grant funds provide their annual audit within 90 days of the end of their fiscal year, if applicable. If a subgrantee meets the threshold for a federal single audit, a copy of the most recent single audit must be provided. Note: any entity expending \$750,000 or more of federal funds in a fiscal year is required to have an annual single audit per the federal Super Circular Uniform Guidance ([45 CFR Part 75](#)).
- Required reporting, including reporting any material events such as change of key staff, lawsuit filed against the organization, etc. within 30 days of said event occurring.
- A requirement that subgrantees indemnify the county against any claims, suits, etc. that could be made against the entity.

As part of the OSP contract, a system should be established to manage the disbursement of funds. Counties can work with subgrantees to determine frequency and timing of disbursements as long as it is documented in the contract; however, counties are responsible for ensuring that subgrantees continue to meet the program requirements as outlined in this NOFA.

More specific details about contractual pass-through requirements for counties will be outlined in the Standard Agreement upon contract execution with AHP. Detailed

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

information about disbursement and contract management with subgrantees in receipt of CCE OSP funds is also available through tailored TA upon request. To request TA, contact cce.preservation@ahpnet.com.

B. Disbursement of CP Funds to Selected Facilities:

Counties shall follow established county procurement, invoicing, and reimbursement processes, consistent with [State Fiscal Recovery Fund](#) (SFRF) requirements, and execute formal agreements or contracts with the approved facilities to govern the use of the CCE CP funds. Award and disbursement of CP funds requires an executed agreement between the county and subgrantee. Execution of the grant agreement award shall not automatically trigger a disbursement of funds.

County subgrantee agreements should, at minimum, delineate the following:

- The subgrantee's reporting responsibilities, including key metrics and data.
- Potential for requests of information from CDSS and AHP for ad hoc reports, or other required documentation such as eligibility of qualified residents.
- The uses of CP funds.
- The conditions under which CP funds may be accessed.
- The procedures and approvals needed for accessing CP funds, including details on the disbursement and construction draw approvals process.
- The requirements of an open- or closed-bid process.
- Any conditions that would cause repayment of funds or cancellation of future budgeted funds.
- A requirement that facilities in receipt of CCE Preservation Program grant funds provide their annual audit within 90 days of the end of their fiscal year, if applicable. If a subgrantee meets the threshold for a federal single audit, a copy of the most recent single audit must be provided. Note: any entity expending \$750,000 or more of federal funds in a fiscal year is required to have an annual single audit per the federal Super Circular Uniform Guidance ([45 CFR Part 75](#)).
- Required reporting, including reporting any material events such as change of key staff, lawsuit filed against the organization, etc. within 30 days of said event occurring.
- A requirement that subgrantees indemnify the county against any claims, suits, etc. that could be made against the entity.
- If applicable, the requirement of a deed restriction to provide licensed residential care for a period of time designated by the county.

Counties shall follow their standard disbursement and construction draw processes while ensuring all of the following components required by state and federal regulations, including SFRF requirements, are included in those processes:

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

- Qualification statements from construction professionals that have been reviewed and approved
- Final plan and cost review that has been approved
- Final, stamped plans and specifications
- Final executed contract and project budget (schedule of values)
- Project scope and timeline
- All final permits
- [Prevailing wage](#) attestation
- Payment and performance bond or executed letter of credit

More specific details about contractual pass-through requirements for counties will be outlined in the Standard Agreement upon contract execution with AHP. Detailed information about disbursement and contract management with facilities in receipt of CCE Preservation Program funds is also available through tailored TA upon request. To request TA, contact AHP at cce.preservation@ahpnet.com.

C. Management of CP Funds with Selected Subgrantees:

Counties accepting CP funds will be required to outline how they will manage the funds via the Implementation Plan. Counties are strongly encouraged to reach out to cce.preservation@ahpnet.com if they require TA in implementing the management of CP funds with selected subgrantees.

Counties will be required to describe their intended CP fund management processes in their Implementation Plan, subject to review and approval by AHP. The description must include how the county or third-party administrator will manage the CP application and fund disbursement process. It must also describe circumstances as to when the subgrantee (i.e., facility) would be allowed to manage the construction/rehabilitation project independent of direct oversight from the county or third-party administrator. The county should carefully consider this option to determine when it is appropriate to allow a facility to manage the construction project directly. The county shall only allow this option when the county can ensure that the entity awarded is capable of sufficiently managing the construction process oversight from start to completion. Considerations of a subgrantee's ability to sufficiently manage the process may include the cost of the project, the complexity of the project, or the subgrantee's previous development management experience. Counties considering this option should weigh the risks of individual subgrantee management on a case-by-case basis.

Regardless of how the county decides to manage the funds, the county has ultimate responsibility for compliance with the funding instructions attached to this NOFA.

Community Care Expansion Preservation Program Operating Subsidy Payment and Capital Projects Notice of Funding Availability

Counties will be required to include the following details about CP fund management in their Implementation Plan, subject to review and approval by AHP:

- Attestation of the county's capacity and ability to manage the CP application process for construction as part of their Implementation Plan. The county should include detailed administrative plans for project management tasks such as developing and managing a scope of work, general contractor engagement, construction project management, close out, and regular project status reporting. If the county chooses to contract administration of this program to a third-party entity, this must be indicated in the Implementation Plan and accompanied by the agreement or contract that outlines oversight plans and expectations.
- Assessment of subgrantee financial feasibility and adherence to program requirements to ensure subgrantees have sufficient staff capacity and financial resources (i.e., working capital/liquidity) to manage the facility during and after construction.
- Clarification of the process, documentation, and approval requirements that will trigger the fund disbursement for approved CP projects.
- Review of the subgrantee's plan to relocate residents (if needed) to maintain levels of care during the capital preservation project period.
- Identification of necessary metrics and dedicated staff for proper monitoring of the CP fund disbursements.
- Development and management of the CP draw process for construction, which includes
 - Verifying all contractors and subcontractors are meeting prevailing wage standards for a public works project and
 - Identifying a process to track change orders.
- Management of post-construction compliance, financial accountability, reporting, and documentation per the requirements of CCE Preservation funding
- Monitoring of subgrantee projects during the 5-year compliance period
- Management and retention of all project, monitoring, and reporting documentation for the required archival period.

To further mitigate construction risks, it is recommended general contractors registered with the California Department of Industrial Relations (DIR) provide the following documents to counties:

- **Payment & Performance (P&P) Bond:** A P&P bond is required for all construction projects of \$1,000,000 or more. The bond must be issued by a rated company, for both payment and performance, as Dual Obligatee with the county or its designee as additionally insured. Any exception to this must be stated within the grant agreement and be approved by the State.
- **Letter(s) of Credit:** In the event a project is small, or the risk is determined to be low, an irrevocable letter of credit may be accepted in lieu of a P&P bond.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

- **Certification of Compliance:** General contractors must submit a certification of compliance to the awarding county department certifying that the construction contractor shall comply with California's prevailing wage and working hours laws (including posting job notices, as required by [Labor Code section 1720](#)). From time to time, additional documents that are not stated here may be required, depending on the unique risks of the transaction.
- **Prevailing Wage Attestation:** Contractors provide this to the administering oversight body as part of the contract execution process, certifying compliance with California's prevailing wage and working hours laws and all applicable federal prevailing wage laws.

Additional documents that are not stated here may be required depending on the unique risks of the transaction.

Section 303 – Preservation Capital Projects Funding Match

Counties are required to match at least 10 percent of the CP funds accepted and awarded to them. Match may be provided by the county or contributed in whole or in part by the subgrantee awarded CP funds. However, counties are responsible for ensuring that the 10 percent match is met. For example, a county awarding a project that will cost \$50,000 could contribute \$5,000 in county American Rescue Plan Act (ARPA) funds to the project or require that the applicable subgrantee contribute \$5,000 in cash to the project.

Note: Match is not required for OSP funds.

Counties will describe their proposal for matching CP funds in the Implementation Plan, including identifying whether the county will provide the match itself or whether all or a portion of the match will be contributed by facilities awarded CP funds. Counties will also be required to certify that match requirements will be met and include any match sources committed to this contract in the Standard Agreement executed with AHP. If facilities will be required to contribute any part of the match, this must also be outlined in the Standard Agreement with the county.

Match in the form of cash and in-kind contributions, including the real costs previously incurred by a project, will be allowed. All "in-kind" amounts must be well documented and notarized. CDSS must approve all match sources that are not described below.

Cash match may come from

- [ARPA](#) funds granted to counties and cities,
- Local funding,
- [Mental Health Services Act](#) funds in the 3-year plan (considered "other local"),

Community Care Expansion Preservation Program Operating Subsidy Payment and Capital Projects Notice of Funding Availability

- Foundation/philanthropic support,
- Loans or investments,
- Cash on hand, and
- Incentive payments from managed care plans

“In-kind” match may be in the form of

- Sunk costs directly related to a development project, or costs directly related to a development project that have already been incurred and cannot be recovered, with documentation of paid invoices for professional services related to pre-development of the specific grant application, as approved on a case-by-case basis by CDSS. Any match claimed under sunk cost must supplement, not supplant, other fund sources.
- Donations of professional design-build services, materials directly related to the development project.

Services to clients will not be allowed as match. State general funds may not be used as match.

Section 304 – Service Use Terms

For the purpose of this section, “service use terms” means a deed restriction on the title of the property, safeguarding the property for purposes consistent with the grant for the duration of the contract performance period. A deed restriction must be recorded on the title to the property before the county can approve any OSP payments. As such, facility operators that are leasing the property must obtain the owner’s consent for the deed restriction. The county, at their discretion, may also require that a deed restriction be recorded on the title to the property before approving CP projects. However, deed restrictions are required by statute for only those facilities in receipt of OSP funds.

Article IV – Preservation Program Requirements

Section 401 – Data Collection and Reporting

A. Data Reports:

Counties will be required to report on items related to use of funds and number of beds preserved. Examples of OSP and CP data collection items may include, but are not limited to, the following:

- The number of facilities requesting OSP or CP reimbursement and amount of funds requested
- The number of facilities receiving funds and amount of funds awarded

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

- The number of retained residents who are receiving or applying for SSI/SSP or CAPI benefits
- The total number of residents, the number of current [qualified residents](#), and any new qualified residents who move into the facility
- A brief description of how the CP or OSP funds were used to benefit the [qualified residents](#) and [prioritized population](#)

B. The HUB – Data Reporting System:

The HUB is a data portal that will be made available to all counties, through AHP, for the purpose of reporting data and meeting programmatic as well as federal fiscal reporting requirements. Each county will then provide subgrantee facilities with a separate secure portal for uploading and providing all required monitoring information. The site will also provide business-hour access to liaison staff who can answer questions related to the completion of required forms.

C. American Rescue Plan Act (ARPA) Data Reporting Requirements:

Counties will be required to follow the [U.S. Treasury Department rules on ARPA uses, data collection, and reporting requirements](#). CDSS reports expenditures and outcomes on behalf of grantees, and requested information included in the reporting is subject to change.

Section 402 – Monitoring and Program Oversight

As recipients of state and federal funding from pass-through entities (CDSS and AHP), counties are responsible for compliance with federal and state regulations attached to the funding accepted, including fund administration, fiscal and project management, reporting, and compliance monitoring.

Each participating county department will be responsible for managing the day-to-day operations of its CCE Preservation Funds program, including establishing methods, processes, and procedures to determine best practices for the efficient delivery of CCE Preservation Funds. Counties will likewise be expected to ensure that these funds are used in accordance with program requirements and written agreements and to take appropriate action, should any performance problems arise. County procedures must include a corrective action plan for assessing risk of activities and projects and for monitoring facilities to ensure that the requirements in this section are met.

Each county must, insofar as is feasible, distribute CCE funds geographically within its boundaries, according to the priorities of needs identified by the county analysis of facilities at highest risk for closure serving qualified residents.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

The county shall be subject to monitoring by CDSS, its contractor AHP, and/or its community development financial institution (CDFI) subcontractor for compliance with the provisions of this NOFA and the executed contract. Such monitoring activities may include, but are not limited to, inspection of the county's grantees' and/or subgrantees' services, procedures, books, and records, as CDSS or AHP deems appropriate. CDSS or AHP may conduct monitoring activities at any time during the county's contractors' and/or subcontractors' normal business hours. CDSS may conduct a review of the county's contractors' and/or subcontractors' records to determine if any of the claimed expenditures were an improper use of grant funds.

Article V – Authorizing and Applicable Law

Authorizing law for CCE Preservation OSP and CP: [Assembly Bill \(AB\) 172 \(Chapter 696, Statutes of 2021\)](#)

Section 501 – Federal and State Program Requirements

A. ARPA:

Counties will be required to follow the [Treasury rules on ARPA uses, data collection, and reporting requirements](#).

B. Reporting Requirements:

Reporting requirements will include quarterly reports and a final report, along with an annual CCE Preservation Program and Expenditure Report. The annual report will be due no later than January 31, for the prior calendar year of January 1 to December 31. The reports and data entered in the HUB data portal shall be in such form and contain such information as required by CDSS, as appropriate, in its sole and absolute discretion.

These requirements will be fully detailed upon award. In addition to the foregoing, each county shall submit to CDSS or AHP such periodic reports, updates, and information as deemed necessary by CDSS to monitor compliance and/or perform program evaluation. Any requested data or information shall be submitted electronically in a format provided by CDSS or its administrative entity, AHP. Additional reporting requirements may be required by CDSS for up to the applicable service use terms after completion of project construction.

C. Prevailing Wage:

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

All “projects” that receive preservation capital funds over \$1,000 must utilize Prevailing Wage Rates as defined by the [Prevailing Wage Law \(Labor Code section 1720, et seq.\)](#). It is the contractor’s responsibility to abide by the apprenticeship requirements and reporting under that law. Projects are subject to compliance monitoring and enforcement by DIR. County departments will be required to submit a Certification of Compliance to AHP as part of the contract execution process, certifying that the county shall comply with all applicable local, state, and federal prevailing wage and working hours laws. The Certification of Compliance will also state that the county shall maintain its labor records in compliance with all applicable local, state, and federal laws, and shall make all labor records available to DIR and any other applicable enforcement agencies upon request.

D. Local Building Codes:

All preservation and construction projects must meet state or local residential and building codes, as applicable, or, in the absence of a state or local building code, the International Residential Code or International Building Code (as applicable to the type of housing) of the International Code Council. The housing must meet the applicable requirements upon project completion.

E. Reasonable Costs:

Consistent with county procurement processes, each county shall ensure there is a systematic process in place for determining and confirming “reasonable costs” within and throughout each project, as well as a systematic check-and-balance method for distributing funds to facilities.

F. Land Use Exemption:

Any project that receives CCE Preservation Program funds shall be deemed consistent and in conformity with any applicable local plan, standard, or requirement, and any applicable coastal plan, local or otherwise, and allowed as a permitted use, within the zone in which the structure is located, and shall **not** be subject to a conditional use permit, discretionary permit, or to any other discretionary reviews or approvals, and shall be deemed a ministerial action under the California Environmental Quality Act (CEQA) ([Public Resources Code section 21080](#)) and under [section 15268 of Title 14 of the California Code of Regulations \(WIC section 18999.97\(l\)\)](#); see also [CEQA Guidelines](#)).

G. Low-Rent Housing Project Exemption:

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

In accordance with [WIC sections 5960.35\(b\)\(1\)](#) and [18999.98](#), a project funded with a CCE grant shall not be considered a “low-rent housing project,” as defined in [Section 1 of Article XXXIV of the California Constitution](#), if the project meets any one of the following criteria:

- The project is privately owned housing, receiving no ad valorem property tax exemption, other than exemptions granted pursuant to [subdivision \(f\) or \(g\) of section 214 of the Revenue and Taxation Code](#), not fully reimbursed to all taxing entities, and not more than 49 percent of the dwellings, apartments, or other living accommodations of the project may be occupied by persons of low income.
- The project is privately owned housing, is not exempt from ad valorem taxation by reason of any public ownership, and is not financed with direct long-term financing from a public body.
- The project is intended for owner-occupancy, which may include a limited-equity housing cooperative as defined in section [50076.5 of the Health and Safety Code](#), or cooperative or condominium ownership, rather than for rental-occupancy.
- The project consists of newly constructed, privately owned, one-to-four-family dwellings not located on adjoining sites.
- The project consists of existing dwelling units leased by the state public body from the private owner of these dwelling units.
- The project consists of the rehabilitation, reconstruction, improvement, or addition to, or replacement of, dwelling units of a previously existing low-rent housing project, or a project previously or currently occupied by lower-income households, as defined in section [50079.5 of the Health and Safety Code](#).
- The project consists of the acquisition, rehabilitation, reconstruction, improvement, or any combination thereof, of a project which, prior to the date of the transaction to acquire, rehabilitate, reconstruct, improve, or any combination thereof, was subject to a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households and maintains, or enters into a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households.

If a project funded with a CCE grant is a “low-income housing project” as defined by [Section 1 of Article XXXIV of the California Constitution](#) but does not meet any of the criteria listed above, then the applicant shall comply with the requirements set forth in that section of the California Constitution.

H. State and Federal Relocation Assistance:

As applicable, all projects must comply with federal and state laws pertaining to relocation assistance and protections that must be provided to people who move as a

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

result of government-funded projects ([California Government Code \(GOV\) sections 7260-7277](#); [42 U.S.C. section 4601](#) et seq.).

Section 502 – Collaboration, Racial Equity, and Fair Housing

A. Collaboration:

Counties are strongly encouraged to collaborate with other partners, such as local behavioral health and emergency response systems, local Medi-Cal managed care plans, legal aid organizations, and other relevant networks, to maximize available funding to preserve residential facilities, increase referrals, coordinate care, and maximize resources and available supportive services. Information on these collaborations will be requested in future program updates. Counties may not supplant the CCE Preservation Funds with any other funding sources such as the Assisted Living Waiver program or other service use funding provided by the county or other programs.

B. Racial Equity:

It is important that the county department address racial disparities in program design, development, and implementation. It is vital to have early engagement with stakeholders with lived experience of homelessness or mental and/or substance use disorders, people with disabilities, and with other marginalized communities including BIPOC at risk of or experiencing homelessness. County departments should rely on local data to account for racial inequities and disparities experienced by persons experiencing homelessness in the application evaluation process and/or allocation methodology.

C. Fair Housing:

Additionally, per [Government Code section 8899.50](#), each county must also operate its CCE program in a manner that affirmatively furthers fair housing. This means that CCE must be operated in a way that takes “meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.”

Counties should review the reports and resources below for examples of how housing and homelessness programs have incorporated racial equity into programming. Counties are encouraged to seek meaningful input and participation from current and former SSI/SSP or CAPI recipients or applicants, including individuals of color, that go beyond identifying disparities to identify causes of such disparities from individuals with lived experience. Additionally, CDSS or AHP will provide TA opportunities to help counties address racial equity within the CCE program.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

Reports

- [Racial Inequalities in Homelessness, by the Numbers](#)
- [Supporting Partnerships for Anti-Racist Communities \(SPARC\) Phase One Study Findings](#)
- [A Brief Timeline of Race and Homelessness in America](#)
- [Report and Recommendations of the Ad Hoc Committee on Black People Experiencing Homelessness](#)

Resources

- [Equity-Based Decision-Making Framework](#)
- [Framework for an Equitable COVID-19 Homelessness Response](#)
- [Advancing Racial Equity through Assessments and Prioritization \(HUD\)](#)
- California Department of Housing and Community Development's [Guidance on Affirmatively Furthering Fair Housing](#)
- [California Business, Consumer Services and Housing Agency's Homeless Data Integration System](#)

Key Definitions

Qualified resident: For the purpose of this NOFA, per the state statute, applicants or recipients of the Supplemental Security Income/State Supplementary Payment (SSI/SSP) pursuant to Subchapter 16 (commencing with Section 1381) of Chapter 7 of Title 42 of the United States Code and Welfare and Institutions Code (WIC) section 12000 et seq., and applicants or recipients the Cash Assistance Program for Immigrants (CAPI) pursuant to WIC section 18937 et seq., who need the care and supervision that is provided by the licensed facility that receives the grant. "Qualified resident" shall not include SSI/SSP or CAPI applicants or recipients who are receiving services through a regional center.

Prioritized population: Qualified residents who are experiencing, or at risk of experiencing, homelessness.

Adult Residential Facility (ARF): "ARF" has the same meaning as in Title 22 of the California Code of Regulations Section 80001: "any facility of any capacity that provides 24-hour-a-day nonmedical care and supervision to the following: (A) persons 18 years of age through 59 years of age; and (B) persons 60 years of age and older only in accordance with Section 85068.4."

Residential Care Facility for the Elderly (RCFE): "RCFE" has the same meaning as in Title 22 of the California Code of Regulations Section 87101: "a housing arrangement

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

chosen voluntarily by the resident, the resident's guardian, conservator or other responsible person; where 75 percent of the residents are sixty years of age or older and where varying levels of care and supervision are provided, as agreed to at time of admission or as determined necessary at subsequent times of reappraisal. Any younger residents must have needs compatible with other residents."

Residential Care Facility for the Chronically Ill (RCFCI): "RCFCI" has the same meaning as in Title 22 of the California Code of Regulations Section 87801: "any place, building, or housing arrangement which is maintained and operated to provide care and supervision to all or any of the following: (A) Adults with HIV disease or AIDS, (B) Emancipated minors with HIV disease or AIDS, or (C) Family units as defined in Section 87801(f)(1) with adults or children or both with HIV disease or AIDS."

California Prevailing Wage: The director of the Department of Industrial Relations (DIR) determines the general prevailing rate of per diem wages in accordance with the standards set forth in Labor Code section 1773. (Labor Code section 1770). Except for "public works," "projects" of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. (Labor Code section 1771). Prevailing wage is applicable only to work performed under contract, including contracts let for maintenance work, and is not applicable to work carried out by a public agency with its own forces.

Capitalized Operating Subsidy Reserve (COSR [for OSP]): Capitalized operating subsidy reserve means an interest-bearing account maintained by the qualified grantee, the residential adult or senior care facility, or a third-party entity created to cover potential or projected operating deficits on a facility that is deed restricted to provide licensed residential care for at least the term of the reserve. The department shall develop guidelines on the qualified grantees' use of COSRs to ensure safeguards for those reserves, based on use in other state programs.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

Acronyms

AHP	Advocates for Human Potential, Inc. – CDSS’s third-party contractor
ARF	Adult Residential Facility
ARPA	American Rescue Plan Act
CAPI	Cash Assistance Program for Immigrants
CCE	Community Care Expansion
CCLD	Community Care Licensing Division
CDFI	Community Development Financial Institution
CDSS	California Department of Social Services
CEQA	California Environmental Quality Act
CP	Capital Projects
FDA	Funding and Disbursement Agreement
OSP	Operating Subsidy Payments
RCFCI	Residential Care Facility for the Chronically Ill
RCFE	Residential Care Facility for the Elderly
SFRF	State Fiscal Recovery Fund
SSI/SSP	Supplemental Security Income/State Supplementary Payment

Addendum A

Examples of CCE CP Fund Disbursement Procedures

Counties shall follow established county procurement, invoicing, and reimbursement processes, consistent with [SFRF](#) requirements, and execute formal agreements or contracts with the approved subgrantees to govern the use of the CCE CP funds.

The program management responsibility includes, but is not limited to, ensuring program compliance per the funding source, both for project delivery costs and within each awarded construction project; financial management, including management of the approved administrative budget and grant/loan budget, for each subgrantee by funding source; required data reporting and data retention, documentation, and recordkeeping per CDSS and federal specifications, both for the program and for each subgrantee; and the performance of the program according the county’s approved Implementation Plan, budget, and unit completion goals.

The following scenarios are offered as examples in the absence of an established county process. If TA is needed to establish fund disbursement procedures, please



**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

request support in the AHP CCE Preservation Acceptance web portal, or by email at cce.preservation@ahpnet.com. For the purposes of this section, "subgrantee" refers to the facility or entity awarded CCE CP funds.

Scenario #1 – The county establishes the management of each project, including bidding and supporting the selection of contractors and disbursement of funds for rehabilitation/construction scopes of work. This also includes the direct management of funds and contracts with trades and construction firms completing the approved rehabilitation and reconstruction. In this scenario, the county would contract with trades on behalf of the subgrantee (the ARF or RCFE) and act as project manager to monitor the completion of the approved improvement/project.

In this scenario, the county operates in the role similar to that of a general contractor. If a county uses this approach, the county department or agency administering the program should have preexisting experience overseeing construction and development projects of a similar size and complexity as the proposed projects to be funded with CCE CP funds.

Note: It is recommended that the county leverage existing procurement and management systems that currently govern similar capital projects such as [HOME](#), the [Community Development Block Grant Program \(CDBG\)](#), or home improvement projects where the county is designating funds for a specific project with restricted use. AHP can provide TA upon request to assess and advise the applicability, scope, or feasibility of using the county's existing systems for this project.

In this scenario, the county will work with the approved subgrantee (the ARF or RCFE) to 1) develop a scope of work, 2) select a licensed and certified general contractor through the county procurement process, and 3) manage the construction process. All construction and rehabilitation contracts will be made between the subgrantee (ARF or RCFE) and the general contractor, but the county will manage and disburse the funds upon successful completion of the work.

Under this scenario, the construction management and funds disbursement will follow these steps:

1. **Site inspection and drafting the scope of work:** Upon approval of allocated grant funds, the county will conduct an initial site inspection by a certified construction analyst. Based upon the inspection, the analyst will develop a detailed draft scope of work and review it with the subgrantee.
2. **Bidding and selecting a construction contractor:** Upon approval of this initial scope of work by the county and the subgrantee, the county will conduct a bid conference on site with the subgrantee and interested construction contractors. Within an acceptable period of time after the bid conference, contractors will

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

submit construction bids to the county. The county will meet with the subgrantee to have them select their preferred construction contractor.

3. **Finalizing scope of work:** Upon selection of the construction contractor, the scope will be finalized with the subgrantee, and an internal review and approval package will be developed by county staff. Through the CCE program, the subgrantee has been exempted from Environmental Review and an expedited internal approval process for these grantees should be developed in collaboration with other agencies, including the planning agency. *Note: In this scenario, funds are approved but not transferred or allocated directly to the approved subgrantee. This allows the county to mitigate risk involving the use of funds and ensure funds are being used in accordance with the program requirements.*
4. **Signing agreements:** When the above processes are complete, the subgrantee is contacted to sign key documents, including the subgrantee agreement and the construction contract.
5. **Getting started:** Approval of work begins, with county oversight. The contractor is then provided with a Notice to Proceed, and construction can begin. Variance between estimated construction cost at time of bidding and actual cost when work begins can be mitigated through close collaboration between the subgrantee and the county.

In the scenario described above, the county will be responsible for construction management, close out, reviewing the facility's plan for the relocation of residents to a commensurate level of care as necessary, warranty enforcement, and post-construction responsibilities. Where there are already established residents whose service needs may be impacted, the county will collaborate with the subgrantee to ensure disruptions to continuity of care are minimized.

The county will ultimately be responsible for processing all applications from the stage of submission through review, decision/approval, settlement, construction completion, and ongoing program administration.

Scenario #2 – The county contracts with a third party for full management of subgrantee awards

In this scenario, the contracted third party will be responsible for the steps outlined above. County agencies with limited capacity to manage the CCE award and monitoring requirements may want to consider contracting with a third-party organization experienced in developing or rehabilitating residential care facilities to manage the construction bidding, selection of contractors, development of the project scope of work, bidding and validation of eligible expenditures, and final reporting with documentation on use of funds and completion of intended and approved use. In this scenario, all construction bidding processes, direct 1:1 oversight of projects to completion, and

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

management of the draw review process could be the responsibility of a third party. Subgrantee award agreements will be executed between the awarded subgrantee and the county and managed with the assistance of a third party.

Scenario #3 – Subgrantee manages awarded funds

In this scenario, the county has determined the awarded subgrantee has the capacity and ability to manage the capital preservation/rehabilitation project. Subgrantees with prior experience rehabilitating or managing tenant improvements can manage the funds either through their own staff or through a memorandum of understanding with an experienced real estate developer or construction manager.

This scenario requires oversight by the county to ensure the subgrantee can document their prior experience or capacity to manage these funds and bring projects to fruition. Attestation of the subgrantee's ability and capacity to manage prevailing wage oversight, provide regular accounting of the funds expended for eligible uses, understand approvals and permitting needed, obtain these approvals and permits, and report on key data points required by the CCE program is recommended. A system to collect and monitor, including onsite inspection, will support the county to manage the grant funds under this scenario.

Attachment E
AWARD LETTERS



April 7, 2023

Inyo County
Anna Scott, Assistant Director
Health and Human Services
1360 N. Main St.
Bishop, CA 93514

SUBJECT: Community Care Expansion (CCE) Preservation Program Fiscal Year (FY) 2022-23 Award Letter and Final Award Amount

Dear Assistant Director Anna Scott:

Thank you for your continued interest in the California Department of Social Services (CDSS) Community Care Expansion (CCE) Program.

The Director Certification submitted by your county indicated that your county could accept additional OSP funds and additional Capital Project (CP) funds, should they be available. The remaining program funds from the CCE Preservation FY 2021-22 for OSPs and CPs are now available to participating counties. CDSS is distributing these remaining funds consistent with the need-based methodology described in Section IV of the All County Welfare Directors Letter (ACWDL) dated December 14, 2022.

In addition to the FY 2022-23 augmentation outlined above, Inyo County is awarded **\$3,113** in additional CP funds from the remaining FY 2021-22 appropriation. These funds were also redistributed consistent with the need-based methodology described in Section IV of the All County Welfare Directors Letter (ACWDL) dated December 14, 2022.

In total, Inyo County is awarded the following allocation(s) to administer and implement the CCE Preservation Program:

- **\$203,113** for CP funds

Funds must be used to support CCE Preservation operations as described in the [Notice of Funding Availability \(NOFA\) dated June 10, 2022](#), and the [ACWDL dated December 14, 2022](#). Funds used for the purpose of OSPs must be obligated no later than June 30, 2027 and liquidated no later than June 30, 2029. Funds used for the purposes of CPs must be obligated no later than June 30, 2024 and liquidated no later than December 31, 2026.

Following the release of this award letter, Advocates for Human Potential, Inc. (AHP) will issue a Program Funding Agreement. The Program Funding Agreement will outline expectations and responsibilities related to acceptance of the award, including incorporation of funding terms and conditions outlined in the NOFA, ACWDL, and the signed Director's Certification. The CCE Preservation Program grant award is not final, and no funding will be disbursed, until a Program Funding Agreement has been fully executed, which occurs when the Program Funding Agreement is signed by authorized representatives for both Inyo County and AHP. Prior to that time, the CDSS and AHP have the right to conduct additional due diligence to ensure fulfillment of all programmatic and fiscal requirements, including but not limited to, eligibility and award amount. Any costs incurred outside the performance period of a fully executed Program Funding Agreement may not be reimbursed.

Please contact AHP at cce.preservation@ahpnet.com with any questions.

Sincerely,



JULIE MCQUITTY, Branch Manager
Program Policy and Quality Assurance Branch
Housing and Homelessness Division
California Department of Social Services

CC:

Melissa Best Baker
Lori Bengochia

Amendment 1 to Program Funding Agreement

This Amendment 1 to Program Funding Agreement (the “**Amendment**”) is entered into May 21, 2024 by and between **HORNE LLP**, a Delaware limited liability company, with offices located at 661 Sunnybrook Rd., Suite 100, Ridgeland, MS 39157 (“**Horne**”), and Inyo County Health and Human Services, a political subdivision of the State acting through its Department of Health and Human Services with offices at ADDRESS (“**County**”). Horne and County may be referred to separately as a “Party” or collectively as “Parties.”

RECITALS

1. On December 21, 2023, Horne and County executed a Program Funding Agreement (the “**Agreement**”) pursuant to which the County will implement an allocation of California Department of Social Services (“**CDSS**”) Community Care Expansion Preservation Program (the “**Program**”) funds.

2. This Amendment is intended to modify the Agreement to reflect updated deadlines for expenditure of Program funds allocated pursuant to the Agreement.

NOW THEREFORE, based upon the foregoing, and in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

1. The obligation and liquidation deadlines for the Operating Subsidy Payments (“**OSP**”) and Capital Projects (“**CP**”) Program components have been extended. References in the Agreement to such deadlines, including without limitation references in Attachment D, NOFA, Section III, are hereby deleted.

2. The following is added to the Agreement as a new Section 15.22:

Notwithstanding anything to the contrary in this Agreement, the deadlines for obligating and liquidating OSP and CP Program funds (“**Deadlines**”) shall be the deadlines issued by CDSS. The current deadlines can be found at <https://www.ccegrant.com/>, and CDSS plans to publish any modifications to those deadlines on the same website.

3. Except as explicitly identified herein, the Agreement remains unchanged.

4. Capitalized terms used but not otherwise defined herein shall have the meanings attributed thereto in the Agreement.

5. This Amendment may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all Parties, notwithstanding that all the Parties have not signed the same counterpart.

[Remainder of page left blank]

IN WITNESS THEREOF, the Parties hereto have executed this Amendment by their duly authorized respective officers as of the day and year last written below.

HORNE LLP

Inyo County Health and Human Services

By: _____

By: _____

Signature of Authorized Representative

Signature of Authorized Representative

Anna Stroble

Anna Scott

Print or Type Name of Person Signing

Print or Type Name of Person Signing

Director, Department of Health and Human Services

Representative Title

Partner

Representative Title

Date: _____

Date: _____



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

May 21, 2024

Reference ID:
2024-360

Letter of Support for Adaption Planning Grant Program Round 2 Planning Department ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Visuano, Associate Planner

ITEM PRESENTED BY

Danielle Visuano, Associate Planner

RECOMMENDED ACTION:

Approve and authorize the Chairperson to sign a letter of support for the Inyo County Planning Department application for the Adaption Planning Grant Program Round 2.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Housing Element of the Inyo County General Plan has been recently updated, triggering the update of the Safety Element. As a part of the Safety Element update, it is required to address Senate Bill 99 and Assembly Bill 1409. The focus of the bills requires the identification of residential developments with less than two evacuation routes, and to identify the capacity, safety, viability of evacuation routes and their locations under a range of emergency scenarios.

The Inyo County Planning Department is seeking grant funding through an application for the Adaption Planning Grant Program Round 2 to address the emergency evacuation route requirements under the bills discussed above. Inyo County plans to work in partnership with the City of Bishop to utilize the grant funding to conduct an emergency evacuation route study throughout Inyo County and the City of Bishop. The result of the study will be the development of a plan to implement objectives to address emergency evacuation route needs and to fulfill the requirements needed for the General Plan Safety Element update.

Both the unincorporated area of Inyo County and the City of Bishop are surrounded by and/or have large swaths of land that are considered high fire danger areas. Some areas are also subject to flood and earthquake implications in the event such were to happen. This coupled with the very large land area and rural nature of our county, where many of the communities and isolated residential areas are adjacent to federal, state and City of Los Angeles managed lands, leaves many areas with only one or no evacuation routes and are considered vulnerable communities. Staff believes these conditions will become more drastic as time goes on due to climate change and are very concerned about the impacts this will have on our citizens. Staff hopes to develop climate adaptation and resiliency through the development of a plan as a result of the study that addresses emergency evacuation route needs.

Additionally, the County of Inyo and the City of Bishop have a Multi-Jurisdictional Hazardous Mitigation Plan (MJHMP) which applies to both areas. This emergency evacuation route study will build on the MJHMP, fill in gaps within the plan and strengthen the relationship between the City of Bishop and Inyo

County in addressing climate change and adaption, and emergency preparedness.

Further, the County is in the process of developing and approving a County Wildfire Protection Plan, and currently there are a 40 Acres Community Wildfire Protection Plan and an Independence Community Wildfire Protection Plan, both of which are completed. This emergency evacuation study will also build upon these plans and fill in gaps to advance emergency preparedness within the County.

Staff is requesting a letter of support from the Board of Supervisors that will be included with the grant application due June 3, 2024. A draft support letter has been attached for your consideration.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	023800
Budgeted?	No	Object Code	
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Decline to approve and sign the letter of support.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

City of Bishop

ATTACHMENTS:

1. Support Letter - Board of Supervisors
2. Support Letter - City of Bishop

APPROVALS:

Danielle Visuano	Created/Initiated - 5/3/2024
Darcy Ellis	Approved - 5/3/2024
Danielle Visuano	Approved - 5/3/2024
Nate Greenberg	Approved - 5/14/2024
Cathreen Richards	Final Approval - 5/15/2024



INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



May 21, 2024

Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814

Dear Grant Manager,

On behalf of Inyo County, we are writing to express support for the Inyo County Planning Department application for the Adaption Planning Grant Program Round 2 of up to \$650,000 to provide a much needed emergency evacuation route study throughout the County.

It is our understanding the grant program is focused on provide climate adaption with a focus on small, rural and vulnerable communities and climate adaption. If awarded the funding, the Planning Department plans to work in partnership with the City of Bishop to utilize the grant funding to identify residential developments with less than two evacuations routes, and to identify the capacity, safety, viability of evacuation routes and their locations under a range of emergency scenarios. The result of the study will be the development of a plan to implement needed objectives to address the emergency evacuation route needs.

Both the unincorporated area of Inyo County and the City of Bishop are surrounded by and/or have large swaths of land that are considered high fire danger areas. Some areas are also subject to flood and earthquake implications in the event such were to happen. This coupled with the very large land area and rural nature of our county, where many of the communities and isolated residential areas are adjacent to federal, state and City of Los Angeles managed lands, leaves many areas with only one or no evacuation routes and are considered vulnerable communities. We believe these conditions will become more drastic as time goes on due to climate change and we are very concerned about the impacts this will have on our citizens. We hope to develop climate adaptation and resiliency through the development of a plan as a result of the study that addresses our emergency evacuation route needs.

The County of Inyo and the City of Bishop have a Multi-Jurisdictional Hazardous Mitigation Plan (MJHMP) which applies to both areas. This emergency evacuation route study will build on the MJHMP, fill in gaps within the plan and strengthen the relationship between the City of Bishop and Inyo County in addressing climate have a Multi-Jurisdictional Hazardous Mitigation Plan (MJHMP) which applies to both areas. This emergency evacuation route study will build on the MJHMP, fill in gaps within the plan and strengthen the relationship between the City of Bishop and Inyo County in addressing climate change and adaption, and emergency preparedness.

Both of our jurisdictions recently updated our Housing Elements, which requires us to now update our Safety Elements per Senate Bill 99 and Assembly Bill 1409. Neither jurisdiction has the staff or the means to do this work and the City of Bishop looks forward to partnering with Inyo County and the Office of Planning and Research on this critical emergency evacuation route study and resulting plan.

Sincerely,

Supervisor Matt Kingsley, Chairperson
Inyo County Board of Supervisors



CITY OF BISHOP

377 West Line Street - Bishop, California 93514
P. O. Box 1236 - Bishop, California 93515
City Hall 760-873-5863 Public Works 760-873-8458
Fax 760-873-4873

May 2, 2024

Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814

Dear Grant Manager,

On behalf of the City of Bishop, City Council, I am writing this letter of support for a partnership with the County of Inyo to apply for the Adaption Planning Grant Program Round 2 to identify residential developments with less than two evacuation routes, and to identify the capacity, safety, viability of evacuation routes and their locations under a range of emergency scenarios. The result of the study will be the development of a plan to implement needed objectives to address the emergency evacuation route needs.

Both the City of Bishop and the unincorporated area of Inyo County are surrounded by and/or have large swaths of land that are considered high-fire danger areas. This coupled with the very large land area and rural nature of our county, where many of the communities and isolated residential areas are adjacent to federal, state, and City of Los Angeles managed lands, leaves many areas with only one or no evacuation routes and are considered vulnerable communities. We believe these conditions will become more drastic as time goes on due to climate change and we are very concerned about the impacts this will have on our citizens. We hope to develop climate adaptation and resiliency through the development of a plan as a result of the study that addresses our emergency evacuation route needs.

The City of Bishop and the County of Inyo have a Multi-Jurisdictional Hazardous Mitigation Plan (MJHMP) that applies to both areas. This emergency evacuation route study will build on the MJHMP, fill in gaps within the plan, and strengthen the relationship between the City of Bishop and Inyo County in addressing climate change and adaption, and emergency preparedness.

Both of our jurisdictions recently updated our Housing Elements, which requires us to now update our Safety Elements per Senate Bill 99 and Assembly Bill 1409. Neither jurisdiction has the staff or the means to do this work and the City of Bishop looks forward to partnering with Inyo County and the Office of Planning and Research on this critical emergency evacuation route study and resulting plan.

Respectfully,

Jose Garcia, Mayor

City Of Bishop



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

May 21, 2024

Reference ID:
2024-238

Contract with Tartaglia Engineering for Airport Engineering Services Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director -
Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director -
Airports

RECOMMENDED ACTION:

- A) Ratify and approve the agreement between the County of Inyo and Tartaglia Engineering of Atascadero for the provision of Engineering Services in an amount not to exceed \$97,788 for the period of April 24, 2024 through June 30, 2025 or project completion, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign; and
- B) Authorize the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) Airport Improvement Program grants for the Runway 12-30 Grooving Project and the Forecast Update/Terminal Design Study.

BACKGROUND / SUMMARY / JUSTIFICATION:

Federal Aviation Administration (FAA) design standards state that commercial service airports should "provide grooving or other surface friction treatment for primary and secondary runways" (AC 150/5300-13B page 6-6). A grooved surface aids with drainage and increases friction during rain events. The FAA supports the County moving forward with the Runway 12-30 Grooving Project, which will include asphalt grooving, a seal coat to prolong the life of the asphalt, and new runway markings. The project will be funded by the FAA's Airport Improvement Program in federal fiscal year 2024, with an anticipated grant award in August of this year. Construction is anticipated to occur after commercial flights end for the fall. The FAA will also be issuing a grant this federal fiscal year for the Forecast Update/Terminal Design Study, which is currently underway.

In 2022, Public Works advertised a Request for Qualifications (RFQ) for airport engineering services, and received Statement of Qualifications submittals from Armstrong Consultants and Tartaglia Engineering. Both companies were deemed to be well qualified, and the County moved forward with a 5 year on-call contract with Armstrong Engineering, the top ranked firm. Because the Runway 12-30 Grooving Project was not specifically listed in the RFQ as a stand-alone project, the FAA required the County to carry out a consultant selection procedure using their small procurement process for contracts under \$100,000. Three firms were interviewed, and Tartaglia was selected as the consultant most qualified to complete this project in the desired timeframe.

FISCAL IMPACT:

Funding Source	90% of project expenses reimbursable by FAA grant	Budget Unit	630100
Budgeted?	Yes	Object Code	5700
Recurrence	No		
Current Fiscal Year Impact			
Up to \$97,788 - with likely only 50% spent during the current fiscal year.			
Future Fiscal Year Impacts			
The remainder of the \$97,788 will be expended in FY 24/25.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award the contract.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Tartaglia Engineering Agreement

APPROVALS:

Ashley Helms	Created/Initiated - 4/5/2024
Darcy Ellis	Approved - 4/5/2024
Ashley Helms	Approved - 5/15/2024
Grace Chuchla	Approved - 5/15/2024
Amy Shepherd	Approved - 5/16/2024
Michael Errante	Approved - 5/16/2024
John Vallejo	Approved - 5/16/2024
Nate Greenberg	Final Approval - 5/16/2024

AGREEMENT BETWEEN COUNTY OF INYO

AND Tartaglia Engineering

FOR THE PROVISION OF Airport Engineering **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Airport Engineering services of Tartaglia Engineering (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 Deputy Public Works Director Ashley Helms. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

Option 1 – Standard Contract

A. This Contract shall go into effect on April 22, 2024, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on June 30, 2025, unless extended by Contract amendment.

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

Option 2 – On-Call Contracts

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

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

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

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed ninety seven thousand, seven hundred and eighty eight \$97,788 .00) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in

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

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

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, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Consultant.

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

11. 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.

12. 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 sixteen (16) "Amendment" below.

13. 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.

14. 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.

15. 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 sixteen (16) "Amendment."

16. 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.

17. FEDERAL CONTRACT PROVISIONS

This contract shall be subject to the Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, which are attached hereto as Exhibit E.

18. NOTICE

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

County of Inyo:	
<u>Public Works (Airports)</u>	Department
<u>703 Airport Rd</u>	Address
<u>Bishop, CA, 93514</u>	City and State

Consultant:	
<u>Tartaglia Engineering</u>	Name
<u>7360 El Camino Real, Suite E / PO Box 1930</u>	Address
<u>Atascadero, CA 93423</u>	City and State

19. ENTIRE AGREEMENT

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND Tartaglia Engineering

FOR THE PROVISION OF Airport Engineering **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

By: John Smith
Signature

Print or Type Name

John Smith
Print or Type Name

Dated: _____

Dated: May 15, 2024

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz
Grace Weitz (May 14, 2024 16:54 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
Christie Martindale (May 15, 2024 08:42 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Tartaglia Engineering**

FOR THE PROVISION OF Airport Engineering SERVICES

TERM:

FROM: April 22, 2024

TO: June 30, 2025

SCOPE OF WORK:

SCOPE OF THE PROJECT

The Treatment Project is focused on preservation of the surface of Runway 12-30 and on establishing a friction element to the 49-CFR, Part 139 Runway at Bishop Airport, Inyo County, California.

Elements of construction include:

- Obliterate specific markings on the runway (centerline and taxiway lead-in lines).
- Perform runway grooving on the recently improved (overlaid) asphalt pavement surface.
- Apply an emulsified asphalt seal coat to the grooved, runway and paved shoulder surface, shielding all remaining pavement markings, prohibiting application of the seal coat on the marked surface.
- After cure, all removed markings (runway centerline and taxiway lead-in lines) will be reestablished in a two-coat pavement marking process.
- Markings that remain and were not coated will receive a single coat of marking paint.

The work is anticipated to occur in two distinct sequences with a short cure period in between:

Sequence 1:

- Obliterate specific markings.
- Runway grooving.
- Apply an emulsified asphalt seal coat, shielding most markings.
- Apply first coat of pavement markings.

Break in action between sequences to allow proper cure time for the first coat of markings. Preference is 20+ days.

Sequence 2:

- Apply second coat of pavement markings.

The probable cost of construction based on our very early understanding of the scope of the work, is \$1,540,000.

SCOPE OF SERVICES: Preliminary Engineering, Design & Bidding Phases

Services to be provided by Tartaglia Engineering may include, but not necessarily be limited to, the following:

Preliminary Engineering Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering through the work of this phase.

- B. Attend and provide active participation at a Project Kick-off meeting.
 - Establish goals and objectives for the work.
 - Identify all deliverables.
 - Establish timeline for project milestones.
 - Perform a walking inspection of the runway.
 - Gain an understanding of County bidding procedures.
 - Advertising?
 - Web-based bidding service?
 - Distribution of contract documents?
 - Pre-Bid Job-Walk: Mandatory or Non?
 - Identify the need, if any, for construction permits.
 - Identify all environmental constraints and issues.
 - Discuss project support elements:
 - Contractor yard.
 - Contractor point of access to the airfield.
 - Source of construction water.
 - Contractor security check, badging and escorts.
 - Establish construction constraints relative to circulation patterns.
 - Establish calendar, daily, and weekly work-window constraints and anticipated construction contract duration.
 - Provide minutes from the kick-off meeting.

- C. Inventory of existing facilities and conditions, including a review of all County-provided files, reports, and plans. Become familiar and gain a working knowledge of existing facilities and design constraints.

- D. Perform a field topographic survey of Runway 12-30, with a focus on the horizontal layout of runway components (horizontal, grade shots throughout the field will be very few):
 - Pavement markings
 - Edge of pavement
 - Edge lights and guidance signs
 - Other surface features and anomalies

This topographic survey will not be suitable for any grade-correcting asphalt pavement treatments, or for confirmation of runway slope or cross-slope. **Based on review of the cad files received today, this may be a very brief trip and it may occur after bid and before construction, however it seems necessary to establish control and layout, at a minimum. If it is deemed unnecessary, the work of this item will not occur and there will be no charge.**

- E. Prepare a preliminary design of the proposed project to 30%, summary of project approach (construction), proposed sequencing, and preliminary construction cost estimate.
- F. The following deliverables are due during and before the conclusion of the Preliminary Phase:
- Draft plan set.
 - Electronic file copy of the topographic survey (if performed).
 - Review and comment regarding existing markings, compliance with FAA standards, and proposed revisions, additions, or deletions as appropriate.
 - Preliminary construction cost estimate.

Design Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering through the work of this phase.
- B. Prepare engineering design of project improvements, to include the following, at a minimum (limited plan set):
- Cover sheet with project description, sheet schedule and approval blocks.
 - Project Layout Plan identifying project elements relative to overall airport facilities.
 - To-scale runway plan identifying all markings, limits of grooving and seal coat, markings to be obliterated, features to be protected / shielded, and markings to be placed back.
 - To-scale runway pavement marking plan.
 - Detail sheet: pavement markings.
- Present plans to the County at 90%, and 100% (bid-ready) stages of completion.
- C. Prepare specifications and contract documents to include the following, at a minimum:
- Notice Inviting Sealed Bids.
 - Bid Proposal.
 - Contract.
 - General Provisions.
 - Special Provisions.
 - Technical Specifications.
 - Federal Assurances.
 - Environmental documents that apply to this effort / site.
- Tartaglia will prepare specification booklets to include County-provided materials including County standard boiler plate specifications and contract. Present specification outline to the County with the 60% complete plan submission. Present draft specifications with the 90% plan submission, and complete documents with the bid-ready plans.
- D. Prepare a Construction Safety Phasing Plan (CSPP). Submit the draft with the 60% complete plan-set. Revise the document based on comments received. Review with County, provide an electronic file copy to the FAA Program Manager, and upload to the FAA through the 7460-1 Notice of Proposed Construction or Alteration portal.
- E. Prepare an Engineer's Design Report that summarizes the following, at a minimum:
- Scope of work.
 - Construction approach.
 - Proposed sequencing of activities and duration of construction.
 - Availability of construction materials.

- Project packaging and bidding.
 - Reference to and identification of FAA technical specifications, orders, and advisory circulars used in the preparation of the design.
 - Construction cost estimate reflective of the completed construction documents.
- F. Coordinate and provide assistance in securing FAA review and approval of the design.
- G. Perform all final revisions to plans and specifications based on input and review by the County, FAA, and any other agency or entity that has an interest and has provided review comments to the documents. and FAA.
- H. The following deliverables are due during and before the conclusion of the Design Phase:
- Electronic file copy of the approved plans.
 - Electronic file copy of the approved specifications.
 - Separate electronic file copy of the CSPP.
 - Electronic file copy of the Engineer's Design Report.

Bidding Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering through the work of this phase. The project will enter the public bidding phase once authorized to do so by the FAA.
- B. Proceed through the Public Bidding Process in accordance with County standard protocol. Provide Notice Inviting Sealed Bids to the County in electronic file format for publication, for placement on the County web site, and for distribution to local and national plan rooms and bidding services.
- C. In accordance with County standard procedures, provide plans and specifications in paper and/or electronic file format as directed to interested contractors and to local and national plan rooms and bidding services.
- D. Arrange, chair, and prepare minutes for a Pre-Bid Job Walk / Conference.
- E. Be available to answer contractor questions throughout the Bidding Phase, providing timely, unbiased, and thorough responses. Document all questions and responses. Prepare and distribute addenda if necessary.
- F. Receive bid documents electronically from the County. Prepare a detailed bid spreadsheet summary, identifying all line-item pricing, total pricing, and bid totals, as well as any math discrepancies. Identify all subcontractors. (Tartaglia will not attend the bid opening)
- G. Perform a review of bids received including proper registration with the Department of Industrial Relations (DIR) and state licensing, and proposed DBE participation and good-faith efforts.
- H. Prepare a letter summary of the bids, bid process, and conclude with a recommendation for award of contract.

- I. The following deliverables are due during and before the conclusion of the Bidding Phase:
- Pre-Bid Conference agenda.
 - Addenda as necessary.
 - Excel file copy of detailed line-item bid summary of all bids received.
 - Letter summary of bid process, review of bids received, and recommendation for award.

Construction Phase and Completion Phase Services

The scope of this professional services contract presently concludes at the end of the Bidding Phase. At that point, the County is poised to prepare and submit a revised grant application to the FAA “based on bids”.

Services in the Construction and Completion Phases may be provided by County personnel, by a separate consultant under separate contract, or by Tartaglia Engineering through an amendment to this contract or a separate, stand-alone professional services agreement. Our goal is complementary service to the County of Inyo for this project at Bishop Airport.

PROFESSIONAL REPRESENTATION / CONTROL

The work of this contract will be performed under the control, oversight, and at the direction of John A. Smith. Mr. Smith is a California registered civil engineer (RCE 46852). Mr. Smith will provide engineering stamp approvals to plans, specifications, and reports.

Field survey work for this project will be provided and performed by Matthew Cunningham, a California registered land surveyor (L 8120).

TIME FOR PERFORMANCE

Tartaglia Engineering is prepared to commence our work on this project based on written instruction to proceed, as soon as Monday, May 6, 2024. Completion of all Preliminary Engineering and Engineering Design services will be as necessary to serve the following schedule:

Item	Date
Submit CSPP to FAA:	May 24
Plans and Specifications Complete (not for construction):	June 21
Board Packet Complete:	June 24
Board Authorize to Bid:	July 9
Advertise Electronically:	July 10
Advertise 1 (local paper):	July 11
Advertise 2 (local paper):	July 18
Pre-Bid Job Walk:	July 19 (10:00 am)
Open Bids:	July 31

Services provided during the Bidding Phase will be in accordance with the public bidding schedule provided by the County, after authorization by the FAA.

CONSULTING TEAM

Tartaglia Engineering will be performing all the work of this contract with our own staff. At present, there are no planned professional subconsultants for the work.

ADDITIONAL SERVICES

While not currently anticipated, from time to time the need for additional services develops during the preliminary or design phase of project development, either through minor project expansions, the identification of information or conditions previously not known, or through common sense association with the scope of project work related to phasing, controlled access, or economic advantage due to economic advantages of scale. Tartaglia Engineering is available to provide additional services as needed, at the request of the County. Additional services can be provided on a Time and Materials (T&M) basis, at rates identified on the Fee Schedules for Tartaglia Engineering, or additional services can be procured through fee estimates based on County-prepared scope of work summaries.

In the event a geotechnical or construction materials specialist is deemed necessary for the completion of our work, Tartaglia Engineering would propose bringing BSK Associates, Inc., onto the Team. BSK is knowledgeable and experienced in airfield construction. The firm has been providing professional consulting services to Tartaglia Engineering for over 10 years.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Tartaglia Engineering**

FOR THE PROVISION OF Airport Engineering SERVICES

TERM:

FROM: April 22, 2024 TO: June 30, 2025

SCHEDULE OF FEES:

Hourly Rates of Compensation

The following hourly rates apply to this contract. Values indicated include direct salary / hourly compensation, overhead costs, and necessary tools, equipment, or technology necessary to perform work, unless otherwise identified.

<u>Position</u>	<u>Hourly Rate</u>
Principal-In-Charge.....	\$227.00
Licensed Land Surveyor	\$159.00
Registered Civil Engineer	\$165.00
Project Manager	\$141.00
Environmental Coordinator / CPESC	\$118.00
Engineer / Survey Technician III	\$127.00
Engineer / Survey Technician II	\$108.00
Engineer / Survey Technician I.....	\$84.00
Clerical.....	\$65.00
Professional Travel Time.....	\$98.00
Inspector: Day, Straight Time	\$154.00
Day, Overtime	\$180.00
Night, Straight Time	\$167.00
Night, Overtime.....	\$191.00
(Minimum night shift = 4 hours)	
Survey Party: One Man.....	\$223.00
Two Man	\$303.00

(Compensation to field surveyors performing construction staking and layout, and to construction inspectors, shall be in accordance with prevailing wage requirements.)

Direct expenses shall be reimbursed as follows:

Mileage	\$0.65 per mile
Per diem	\$195.00 per man-day
Reproduction, postage, express mail shipping, advertising.....	At Cost
Sub-consultant services.....	At Cost
Supplies including monuments and construction staking material.....	At Cost
Permit, plan check, and agency inspection fees.....	At Cost

Tartaglia Engineering DIR# 1000049201

Fee Schedule subject to change after December 31, 2024

		Prin. In Charge	Land Survey.	Prof. C. Eng.	Tech. III	Tech. II	Tech. I	Clerical	Survey 1-Man	Inspector ST	Inspector OT	Light Crew	Prof. Travel	Mileage	Per-Diem	Total
Task	Description	\$227.00	\$159.00	\$165.00	\$127.00	\$108.00	\$84.00	\$65.00	\$223.00	\$154.00	\$180.00	\$155.00	\$98.00	\$0.65	\$195.00	
	Preliminary Phase															
A	Management of team & work	6.0						5.0								\$1,687.00
B	Kick-off meeting & site inspect.			8.0									11.0	580.0		\$2,775.00
C	Inventory & review materials			12.0		5.0										\$2,520.00
D	Field topographic survey		4.0	1.0					6.0				11.0	580.0	1.0	\$3,789.00
E	Prelim. design & summary	8.0	2.0	18.0	8.0	14.0	8.0	4.0								\$8,564.00
	Supplies, Postage															\$829.00
	Sub-Total, Preliminary Phase															\$20,164.00
	Design Phase															
A	Management of team & work	8.0						8.0								\$2,336.00
B	Prepare plans	16.0	2.0	16.0	32.0	12.0	42.0	9.0								\$16,063.00
C	Prepare specs. / contract docs.	18.0	2.0	18.0	24.0			8.0								\$10,942.00
D	Prepare CSPP & process	8.0		15.0	18.0	9.0	8.0	4.0								\$8,481.00
E	Engineer's Design Report	31.0		24.0	15.0			6.0								\$13,292.00
F	Coord. FAA review / approval	8.0		8.0				5.0								\$3,461.00
G	Perform all revisions.	4.0	2.0	32.0	16.0	8.0	8.0	9.0								\$10,659.00
	Supplies, Postage															\$1,244.00
	Sub-Total, Design Phase															\$66,478.00
	Bidding Phase															
A	Management of team and work	2.0						3.0								\$649.00
B	Provide Notice Inviting Bids			1.0				1.0								\$230.00
C	Distribute documents			1.0				3.0								\$360.00
D	Pre-Bid Job Walk	4.0		4.0									11.0	580.0		\$3,023.00
E	Answer questions. Addenda.	2.0		4.0		4.0		2.0								\$1,676.00
F	Review bids. Prepare summary.	4.0		8.0												\$2,228.00
G	License, DIR, DBE review	2.0		6.0				3.0								\$1,639.00
H	Letter summary & recommend.	3.0						2.0								\$811.00
	Supplies, Postage															\$530.00
	Sub-Total, Bidding Phase															\$11,146.00

		Prin. In Charge	Land Survey.	Prof. C. Eng.	Tech. III	Tech. II	Tech. I	Clerical	Survey 1-Man	Inspector ST	Inspector OT	Light Crew	Prof. Travel	Mileage	Per-Diem	Total	
Task	Description	\$227.00	\$159.00	\$165.00	\$127.00	\$108.00	\$84.00	\$65.00	\$223.00	\$154.00	\$180.00	\$155.00	\$98.00	\$0.65	\$195.00		
	Total: Preliminary, Design and Bidding Phase Services															\$97,788.00	
1	Task items line up, one for one, with tasks identified in the Scope of Services portion of Exhibit A.																
2	The first 60 minutes and 60 miles from Tartaglia office to destination airport are at no cost to airport, both ways.																
3	It is 350 miles from Grover Beach to Bishop Airport. Tartaglia will charge 290 miles, one-way.																
4	It is a 6 hour, 30-minute drive from Grover Beach to Bishop Airport. Tartaglia will charge 5.5 hours, one-way.																
5	Tartaglia does not mark-up third party invoicing, printing, shipping, supplies, etc.																

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Tartaglia Engineering**

FOR THE PROVISION OF Airport Engineering SERVICES

TERM:

FROM: April 22, 2024

TO: June 30, 2025

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Tartaglia Engineering**

FOR THE PROVISION OF Airport Engineering SERVICES

TERM:

FROM: April 22, 2024

TO: June 30, 2025

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT E

**AGREEMENT BETWEEN COUNTY OF INYO
AND Tartaglia Engineering**

FOR THE PROVISION OF Airport Engineering SERVICES

**CONTRACT PROVISION GUIDELINES FOR OBLIGATED SPONSORS AND
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

SEE ATTACHED FEDERAL CONTRACT PROVISIONS



TABLE OF CONTENTS

Access to Records and Reports 2

Breach of Contract Terms 2

Civil Rights – General Provisions 2

Civil Rights: Title VI List of Pertinent Nondiscrimination Acts and Authorities..... 3

Civil Rights: Consultant Compliance with Nondiscrimination Requirements 4

Clean Air and Water Pollution Control 5

Contract Workhours and Safety Standards Act Requirements 5

Copeland “Anti-Kickback” Act..... 6

Davis-Bacon Requirements 6

Debarment and Suspension..... 12

 Certification of Offeror / Bidder Regarding Debarment 12

 Certification of Lower Tier Contractors Regarding Debarment 12

Disadvantaged Business Enterprise 12

Distracted Driving: Text When Driving..... 14

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment 14

Equal Employment Opportunity 14

Federal Fair Labor Standards Act (Federal Minimum Wage)..... 16

Certification Regarding Lobbying..... 16

Prohibition of Segregated Facilities 17

Occupational Safety and Health Act of 1970 17

Rights to Inventions 17

Seismic Safety 18

Certification of offeror / Bidder Regarding Tax Delinquency and Felony Convictions 18

Termination for Convenience (Professional Services)..... 19

Termination for Cause (Professional Services) 19

Trade Restriction Certification 20

Veteran’s Preference 21

Certification Regarding Domestic Preferences for Procurements..... 22



Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

Breach of Contract Terms

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

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

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

Civil Rights – General Provisions

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.



Civil Rights: Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).



Civil Rights: Consultant Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such



provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Clean Air and Water Pollution Control

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

Contract Workhours and Safety Standards Act Requirements

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the



same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

Copeland “Anti-Kickback” Act

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

Davis-Bacon Requirements

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer’s payroll records accurately set forth the



time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act



have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. **Withholding.** The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. **Payrolls and Basic Records.**

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is



responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.



(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid



not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).



(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

Debarment and Suspension

CERTIFICATION OF OFFEROR / BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

Disadvantaged Business Enterprise

(49 CFR § 26.13) The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;



- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Inyo County. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response to the Request for Proposal or Request for Qualification (or an approved substitute DBE firm) without prior written consent of Inyo County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent Inyo County. Unless Inyo County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Inyo County may provide such written consent only if Inyo County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to Inyo County its request to terminate and/or substitute a DBE the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Inyo County, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Inyo County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Inyo County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Inyo County may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.



Distracted Driving: Text When Driving

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

Equal Employment Opportunity

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not



apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



Federal Fair Labor Standards Act (Federal Minimum Wage)

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

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

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the Sponsor’s agreement with a professional services firm must include the FLSA provision

Certification Regarding Lobbying

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

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

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



Prohibition of Segregated Facilities

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

Occupational Safety and Health Act of 1970

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

Rights to Inventions

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.



Seismic Safety

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

Certification of offeror / Bidder Regarding Tax Delinquency and Felony Convictions

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

Certifications

- 1) The applicant represents that it is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.



Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Termination for Convenience (Professional Services)

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

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

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

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

Termination for Cause (Professional Services)

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

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

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

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs,



estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

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

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

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

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

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

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

Trade Restriction Certification

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

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



- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

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

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

Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



Certification Regarding Domestic Preferences for Procurements

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 21, 2024

Reference ID:
2024-356

Contract with American Refuse, Inc. for Tire Hauling and Disposal Public Works - Recycling & Waste Management ACTION REQUIRED

ITEM SUBMITTED BY

Teresa Elliott, Administrative Analyst

ITEM PRESENTED BY

Cap Aubrey, Assistant Public Works Director

RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and American Refuse, Inc. of Wasco, CA for the provision of tire hauling and recycling in an amount not to exceed \$347,400 for the period of July 1, 2024 through June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

California law prohibits the disposal of waste tires in landfills. Rather, they must be brought to a certified waste tire processing facility. For a fee, tires are accepted from businesses and private parties at County landfills for disposal elsewhere.

The current contract for disposal terminates on June 30, 2024. Therefore, Waste Management sought bids from transportation companies to provide for the collection and removal of waste tires from the County's landfills. Inyo County Waste Management requires that the waste tire hauler must be certified by the State and complete all appropriate documentation required by law, including waste tire manifests and tire trip logs. Bids were received from Olcese Waste Services of Carson City, NV and from American Refuse Inc. in Wasco, California. The bids for removal and recycling were as follows:

American Refuse: \$320.00/ton
Olcese Waste Services: \$450.00/ton

American Refuse submitted the lowest bid.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	045700
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
N/A			

Future Fiscal Year Impacts

Up to \$347,400 for the period of July 1, 2024 through June 30, 2027

Additional Information

Funds for this service will be included in the Recycling Waste Management budget 045700, Object Code 5265 in the upcoming fiscal year 2024/2025 budget.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Hauling services could be provided "in house" at a greater overall cost to the County. If the County were to eliminate the program a significant increase in illegal dumping of tires could be anticipated.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. American Refuse Contract 2024-2027

APPROVALS:

Teresa Elliott	Created/Initiated - 4/30/2024
Darcy Ellis	Approved - 5/1/2024
Teresa Elliott	Approved - 5/1/2024
Breanne Nelums	Approved - 5/2/2024
John Vallejo	Approved - 5/2/2024
Grace Chuchla	Approved - 5/3/2024
Amy Shepherd	Approved - 5/6/2024
Michael Errante	Approved - 5/10/2024
Nate Greenberg	Final Approval - 5/14/2024

AGREEMENT BETWEEN COUNTY OF INYO

AND AMERICAN REFUSE, INC
FOR THE PROVISION OF TIRE HAULING AND RECYCLING **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the TIRE HAULING & RECYCLING services of AMERICAN REFUSE INCORPORATED of WASCO, 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 CAP AUBREY, whose title is: ASSISTANT PUBLIC WORKS 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, 2024 to JUNE 30, 2027 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 Three Hundred Seventy Four Thousand Four Hundred and 00/100 Dollars

(\$ 374,400.00 xxxxxxxxxxxxxxxxxxxxxxxxx) (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
RECYCLING & WASTE MANAGEMENT Department
1360 N. MAIN ST Address
BISHOP, CA 93514 City and State

Contractor:
AMERICAN REFUSE, INC Name
1316 J STREET Address
WASCO, CA 93280 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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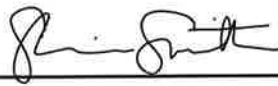
AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN REFUSE, INC
FOR THE PROVISION OF TIRE HAULING AND RECYCLING **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: 
Signature

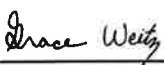
Print or Type Name

Sherwin Smith
Print or Type Name

Dated: _____

Dated: 4/23/2024

APPROVED AS TO FORM AND LEGALITY:

County Counsel


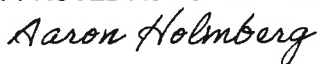
APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN REFUSE, INC
FOR THE PROVISION OF TIRE HAULING AND RECYCLING SERVICES**

TERM:

FROM: JULY 1, 2024 **TO:** JUNE 30, 2027

SCOPE OF WORK:

The project scope shall include, but not be limited to, all labor, materials, equipment, supplies and permits necessary for the loading, securing, transporting, and recycling of tires, whole or cut. Said scope of work shall include the following:

1. Material to be transported may include waste tires up to 11:24.5 in size including loader and grader tires. Tires may be in an altered state. i.e. cut quartered or sliced.
2. For the County's waste tire diversion program, Contractor shall furnish two (2) empty roll-off bins or truck trailer at the Bishop Sunland Landfill, which shall then be loaded on an as-needed basis by landfill personnel. Upon reaching capacity, and at the County's request, Contractor shall furnish an empty replacement trailer or roll-off bin and remove the full trailer or roll-off bin for hauling to a tire recycling facility. Regardless of the ultimate destination, waste tires shall be used solely for fuel, recycling or other waste diversion purposes or beneficial use, consistent with the intent of the Integrated Waste Management Act of 1989.
3. For the waste tire diversion program, Contractor shall complete the appropriate documentation required by law, including waste manifest forms and tire trip logs developed by the California Integrated Waste Management Board.
4. Prior to payment being made by the County, Contractor shall furnish copies of manifest or bill of lading to the County for each trip performed at the County's request.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND AMERICAN REFUSE, INC

FOR THE PROVISION OF TIRE HAULING AND RECYCLING **SERVICES**

TERM:

FROM: JULY 1, 2024 **TO:** JUNE 30, 2027

SCHEDULE OF FEES:

PROVIDE TRAILER OR ROLL-OFF BINS, PICK UP, HAULING AND RECYCLING OF WHOLE AND CUT TIRES,
\$320.00 PER TON

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN REFUSE, INC
FOR THE PROVISION OF TIRE HAULING AND RECYCLING **SERVICES**

TERM:

FROM: JULY 1, 2024 **TO:** JUNE 30, 2027

SEE ATTACHED INSURANCE PROVISIONS

Attachment: 2024 Insurance Requirements for Transportation (only) Services

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. 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.

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 \$25,000 unless approved in writing by Inyo County.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in California 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.

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. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required

Attachment: 2024 Insurance Requirements for Transportation (only) Services

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.

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

May 21, 2024

Reference ID:
2024-372

Contract for Onion Valley Guardrail Project with Sierra Geological Services, Inc.

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Ratify and approve the agreement between the County of Inyo and Sierra Geological Services, Inc (SGSI) of Mammoth Lakes, CA for the provision of materials testing and inspection services on the Onion Valley Road Guardrail Project in an amount not to exceed \$9,900 for the period from March 1, 2024 through June 30, 2024, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County received a Highway Safety Improvement Program (HSIP) Cycle 10 grant award on March 26, 2021 in the amount of \$997,000. The Project identified in the submittal encompassed 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 completed the design of the replacement guardrail segments. The plans were subsequently approved by the Board to advertise for bids, and Coral Construction of Wilsonville, Oregon was awarded a construction contract for \$1,024,950 on October 3rd, 2023.

At Segment 10, the hillside had unraveled to the extent where there was nothing left to attach a guardrail to, and the existing traffic lane was in danger of eventually collapsing as well. It was determined that a thickened concrete roadway would need to be built to carry the weight of the traffic and to enable the secure attachment of the new guardrail segment.

This work required a complete closure of both traffic lanes with no available detour. This scope-of-work required subgrade compaction testing, rebar inspection, concrete testing, and epoxy bolt observation - all which required inspection by a third-party testing & inspection consultant. SGSI was subsequently directed to perform the work on a force account basis, with a contract to follow in order to reopen Onion Valley Road as soon as possible.

FISCAL IMPACT:

Funding Source	Non General Fund	Budget Unit	034601
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Budgeted?	Yes	Object Code	5715
Recurrence	Ongoing Expenditure through contract completion		
Current Fiscal Year Impact			
\$9,900 for the period from March 1st, 2024 through June 30th, 2024			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the contract and the consultant would not be paid for work already performed at the request of the Inyo County Senior Civil Engineer.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Sierra Geological Services Contract

APPROVALS:

Greg Waters	Created/Initiated - 5/10/2024
Darcy Ellis	Approved - 5/13/2024
Greg Waters	Approved - 5/13/2024
Breanne Nelums	Approved - 5/13/2024
Michael Errante	Approved - 5/13/2024
John Vallejo	Approved - 5/13/2024
Grace Chuchla	Approved - 5/13/2024
John Vallejo	Approved - 5/13/2024
Amy Shepherd	Approved - 5/13/2024
Keri Oney	Approved - 5/14/2024
Nate Greenberg	Final Approval - 5/14/2024

AGREEMENT BETWEEN COUNTY OF INYO

AND Sierra Geotechnical Services, Inc

FOR THE PROVISION OF Material Testing Services **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Material Testing Services services of Sierra Geotechnical Services, Inc (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from March 1st, 2024 to June 30th, 2024 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From _____ through _____
- B. From _____ through _____

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

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

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 9,900.00 (initial term) \$ (option 1) and \$ (option 2) for a total of \$ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A, which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will

coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Design Professional/Consultant agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional/Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Design Professional/Consultant.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit,

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

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:	
<u>Inyo County Public Works</u>	Department
<u>168 N. Edwards Street or PO Drawer Q</u>	Address
<u>Independence, CA 93526</u>	City and State

Consultant:	
<u>Sierra Geotechnical Services, Inc</u>	Name
<u>PO Box 5024</u>	Address
<u>Mammoth Lakes, 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 Sierra Geotechnical Services, Inc

FOR THE PROVISION OF Material Testing Services **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

Print or Type Name

By: Dean Dougherty
Dean Dougherty (May 9, 2024 15:04 MDT)
Signature
Dean Dougherty
Print or Type Name

Dated: _____

Dated: May 9, 2024

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz
Grace Weitz (May 9, 2024 12:32 PDT)
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
Christie Martindale (May 9, 2024 12:54 PDT)
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Caron Hemborg
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Sierra Geotechnical Services, Inc

FOR THE PROVISION OF Material Testing Services **SERVICES**

TERM:

FROM: March 1st, 2024 **TO:** June 30th, 2024

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Sierra Geotechnical Services, Inc

FOR THE PROVISION OF Material Testing Services **SERVICES**

TERM:

FROM: March 1st, 2024 **TO:** June 30th, 2024

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Sierra Geotechnical Services, Inc

FOR THE PROVISION OF Material Testing Services **SERVICES**

TERM:

FROM: March 1st, 2024 **TO:** June 30th, 2024

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND Sierra Geotechnical Services, Inc

FOR THE PROVISION OF Material Testing Services **SERVICES**

TERM:

FROM: March 1st, 2024 **TO:** June 30th, 2024

SEE ATTACHED INSURANCE PROVISIONS

Attachment: 2024 Insurance Requirements for MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)

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, 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.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering 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** 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 Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.*)
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
5. **Abuse/Molestation Liability (Sexual assault and misconduct):** Coverage with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. (Provision waived if contract excludes direct service to minors, this is persons under the age of 18 years, or other vulnerable populations.)
6. **Cyber Liability** insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on intellectual property, including but not limited to infringement of copyright, trademark, trade dress, 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, and credit monitoring expenses. (Provision waived if contract excludes access, maintenance, or transmission of client or County medical, financial, or personnel records.)

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:

Attachment: 2024 Insurance Requirements for MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)

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 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.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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.

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. The 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 Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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: 2024 Insurance Requirements for
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

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. **All certificates and endorsements and copies of all 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.

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.



Revised: 5/7/2024
 Job No: 3.32074-PW
 DIR No: 492854

AGREEMENT AND WORK ORDER

The undersigned hereby retains the services of **SIERRA GEOTECHNICAL SERVICES (SGS)** for the following site based upon the following conditions:

JOB DESCRIPTION:	<i>INSPECTION and MATERIALS TESTING SERVICES</i>		
	<i>Subgrade compaction testing, rebar, slip dowels & expansion joint inspection, concrete testing, and epoxy anchor installation for the guard rail brackets</i>		
PROJECT:	HSIP Onion Valley Road Guardrail Project – 5139456 (DIR No.		
LOCATION:	Section 10		
CLIENT NAME:	Inyo County Public Works	ATTN:	Greg Waters
MAILING ADDRESS:	168 N Edwards / POB Drawer Q	WORK:	(760) 878-8391
	Independence, CA 93526	CELL:	(760) 878-8391
EMAIL ADDRESS:	gwaters@inyocounty.us		
EMAIL ADDRESS:	splatt@inyocounty.us		

COST: \$9,900.00 (2024 Fee Schedule Attached) **RETAINER: NONE**

You are hereby given notice that the consultant providing the service indicated above may, at a future date, claim a lien as provided by law against the property if the consultant is not paid.

Bills are rendered monthly for work in the preceding month and except as otherwise provided by written agreement, are due and payable upon receipt. A charge of one and one-half percent (1-1/2%) per month will be added to unpaid invoices after thirty (30) days.

No invoices can be reissued more than fourteen days after receipt. In the event legal action is necessary to enforce payment of any amounts due, I agree to pay reasonable Attorney's fees incurred.

ACCEPTED by (Sign and Print Name):

_____ DATE

MAMMOTH LAKES OFFICE:
 P.O. BOX 5024
 MAMMOTH LAKES CA 93546
 (760) 937-4608

BISHOP LABORATORY:
 169 WILLOW STREET
 BISHOP CA 93514
 (760) 937-4789

INFORMATION FOR CLIENT REGARDING SGS SERVICES

We provide consulting services in the field of geotechnical engineering. As a consultant, we provide professional opinions based on limited observations and often-changing conditions. Due to the nature of this work, there are unavoidable risks. We call your attention specifically to the following points:

- Professional opinions will be based in part upon data obtained from a limited number of soil and/or other samples, tests analyses, histories of occurrences, spaced subsurface explorations and limited numbers of historical events and observations. Such information is necessarily limited and incomplete.
- The accuracy, value and analytical significance of borings and other field and laboratory procedures and data relate only to their specific time and location. The nature of many sites is such that differing characteristics can be experienced within small distances and under various climatic conditions. Greater accuracy is obtained when the number and frequency of procedures and analyses are increased, but we recognize the necessity of budgetary constraints, and have agreed with you on the Scope of Work taking into account such constraints.
- If conditions change, unexpected events occur, or variations or latent conditions are later discovered, they may have an impact on the way systems perform, and/or it will be necessary to reevaluate conclusions and recommendations. Such impacts may also necessitate a change in the applicable Scope(s) of Work.
- The Services involve tests, calculations, analyses and procedures which are in a constant of development and refinement. Evaluative techniques are evolving.
- Modifications of procedures have been made in the past, and are now being made, and are expected to continue to be made in the future. Standards existing at present may be revised as knowledge increases and the state of the practice in our profession continues to improve.
- At times, clients elect to utilize new, state of the art, or innovative techniques, system, or approaches for cost, schedule or other reasons. Sometimes governmental or regulatory agencies will allow the use of a new technique, process, or system before it has been thoroughly tested. If you elect to use unproven or new techniques, they may fail, despite the exercise of due care on our part, and despite agency approvals.
- Our work products shall be based solely upon the Services described in the Scope of Work, and not on tasks, procedures or tests beyond the scope of described Services on the time and budgetary constraints reflected in the Scope of Work.

We appreciate your business and look forward to working with you



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

May 21, 2024

Reference ID:
2024-327

Authorization to Submit an Application for the Office of Community Oriented Policing Services (COPS) FY-24 Hiring Program

Sheriff

ACTION REQUIRED

ITEM SUBMITTED BY

Stephanie Rennie, Sheriff

ITEM PRESENTED BY

Lindsey Stine

RECOMMENDED ACTION:

Authorize the submission of the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) FY24 COPS Hiring Program application and authorize the Sheriff or designee to sign documents needed during the application process.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Community Oriented Policing Services (COPS) Office is a component of the U.S. Department of Justice, responsible for advancing the practice of community policing by the nation’s state, local, territorial, and tribal law enforcement agencies through information and grant resources. The COPS Office has appropriated more than \$20 billion to advance community policing, including grants awarded to more than 13,000 state, local, territorial, and tribal law enforcement agencies to fund the hiring and redeployment of more than 136,000 officers. COPS Office information resources, covering a wide range of community policing topics such as school and campus safety, violent crime, and officer safety and wellness, can be downloaded via the COPS Office’s home page: <https://cops.usdoj.gov>.

The COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of the agency to engage in community policing activities.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as violent crime, nonviolent crime, and fear of crime. To read an overview of the principles of community policing, please see the COPS Office publication Community Policing Defined.

The COPS Office is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community

safety and protects the public from crime and evolving threats, and build trust between law enforcement and the community.

This program furthers the Community Oriented Policing Services (COPS) Office’s goal of advancing public safety through community policing by funding additional full-time career law enforcement positions to meet law enforcement agencies’ community policing strategies.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements imposed by law.

FISCAL IMPACT:

Funding Source	Grant Funded USDOJ, COPS FY24 COPS Hiring Program O-COPS-2024-172009	Budget Unit	TBD
Budgeted?	No	Object Code	TBD
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
If awarded, this program will support up to 75% of an officer or deputy's entry-level salaries and fringe benefits for three years within a five-year performance period to accommodate the time needed for recruitment and hiring.			
Future Fiscal Year Impacts			
Additional Information			

Unless a waiver is approved, there is a minimum 25% local cash match (cost share) requirement. Unless a local match waiver is approved, the maximum federal share per officer position is \$125,000 over the three years (not \$125,00 per year). Any additional costs for higher than entry-level salaries and fringe benefits will be the recipient agency's responsibility.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Resolution. This is not recommended, as if awarded, this program will help offset General Fund impacts associated with staffing.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Fiscal Year 2024 COPS Hiring Program Solicitation

APPROVALS:

Riannah Reade	Created/Initiated - 4/23/2024
Darcy Ellis	Approved - 4/23/2024
Riannah Reade	Approved - 4/23/2024
Keri Oney	Approved - 4/23/2024
John Vallejo	Approved - 4/24/2024
Christie Martindale	Approved - 4/24/2024
Amy Shepherd	Approved - 4/24/2024
Nate Greenberg	Approved - 5/14/2024
Stephanie Rennie	Final Approval - 5/16/2024

U.S. Department of Justice
Office of Community Oriented Policing Services



FY24 COPS Hiring Program

Assistance Listing #:	16.710
Grants.gov Opportunity Number:	O-COPS-2024-172009
Solicitation Release Date:	April 11, 2024, 1:00 PM ET
Grants.gov Deadline:	June 6, 2024, 4:59 PM ET
Application JustGrants Deadline:	June 12, 2024, 4:59 PM ET

Overview

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, <https://cops.usdoj.gov>) is pleased to announce that it is seeking applications for funding for the FY24 COPS Hiring Program (CHP). This program furthers the COPS Office's goal of advancing public safety through community policing by funding additional full-time career law enforcement positions to meet law enforcement agencies' community policing strategies.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Eligibility

Eligible applicants are limited to local, state, territorial, and tribal law enforcement agencies that have primary law enforcement authority. See additional eligibility details under the Eligibility section of this solicitation.

Contact Information

Agency Contact Description

Applications must be submitted through both Grants.gov and the JustGrants system.

For technical assistance with submitting the Application for Federal Assistance, Standard Form 424 (SF-424), please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov or consult the [Grants.gov Organization Applicant User Guide](#). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical support with the Justice Grants System (JustGrants) application, please contact JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175. JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at <https://justicegrants.usdoj.gov/training-resources>.

For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

Submission Information

Registration: To submit an application, all applicants must be registered in SAM.gov with a Unique Entity Identifier (UEI) number and be registered in Grants.gov.

Submission: Completing an application is a two-step process:

1. Applicants are first required to register via <https://www.grants.gov>, complete the SF-424 form and if applicable the Disclosure of Lobbying Activities, Standard Form - LLL (SF-LLL), and submit it through the [Grants.gov website](#).
2. Once the SF-424 and SF-LLL have been submitted via Grants.gov, the applicant will complete the full application including survey questions and provide attachments in JustGrants.

An application is not considered submitted until both of these steps are completed. For more information about registration and submission, see the How to Apply section of this solicitation.

All guidance for this program is contained in this Solicitation and can also be found at <https://cops.usdoj.gov/chp>. In addition to this Solicitation, the COPS Office “[How to Apply](#)” web page, <http://cops.usdoj.gov/how-to-apply>, provides additional resources to help guide applicants through the process.

The complete application package (this solicitation, including links to additional documents) is available on Grants.gov and on the COPS Office website, <https://cops.usdoj.gov>.

Contents

Overview	1
Eligibility	1
Contact Information.....	1
Agency Contact Description	1
Submission Information	2
Program Description	5
Statutory Authority.....	5
Program-Specific Information.....	6
FY24 COPS Hiring Program (CHP)	6
Federal Award Information: Awards, Amounts and Durations.....	8
Anticipated Number of Awards.....	8
Anticipated Maximum Dollar Amount of Awards	9
Period of Performance Start Date	9
Period of Performance Duration (months)	9
Anticipated Total Amount to be Awarded under Solicitation.....	9
Federal Award Information	9
Type of Award	9
Cost Share or Matching Funds.....	9
Eligibility Information	9
Application and Submission Information	10
Content and Form of Application	10
Completing the Application for Federal Assistance (SF-424) and the Disclosure of Lobbying (SF-LLL) in Grants.gov	11
Standard Applicant Information.....	12
Data Requested with Application.....	13
Budget and Associated Documentation.....	15
Memoranda of Understanding (MOU) and Other Supportive Documents.....	19

Additional Application Components	20
How to Apply.....	21
Submission Dates and Time.....	26
Late Submissions	26
Application Review Information.....	26
Director’s Selection	29
Federal Award Notices	29
The Award Package.....	30
Administrative and National Policy Requirements	31
Terms, Conditions, and Award Requirements	31
Administrative Actions and Legal Remedies Related to Federal Awards.....	31
Remedies for Noncompliance	32
Federal Awarding Agency Contact(s)	33
Freedom of Information Act and Privacy Act (5 U.S.C. §§ 552 and 552a)	33
Feedback to the COPS Office.....	33
COPS Office Other Information.....	34
Reporting, monitoring, and evaluation requirements	34
Financial Management and System of Internal Controls.....	35
Audit Requirement	36
Civil Rights	36
Funding to Faith-Based Organizations	36
Section 508 of the Rehabilitation Act.....	36
Public Reporting Burden: Paperwork Reduction Act Notice	36
Performance Measures	37
Application Checklist	38

Program Description

The Office of Community Oriented Policing Services (COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources. The COPS Office has been appropriated more than \$20 billion to advance community policing, including grants awarded to more than 13,000 state, local, territorial, and tribal law enforcement agencies to fund the hiring and redeployment of more than 136,000 officers. COPS Office information resources, covering a wide range of community policing topics such as school and campus safety, violent crime, and officer safety and wellness, can be downloaded via the COPS Office's home page, <https://cops.usdoj.gov>.

The COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as violent crime, nonviolent crime, and fear of crime. To read an overview of the principles of community policing, please see the COPS Office publication [Community Policing Defined](#).

The COPS Office is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and build trust between law enforcement and the community.

Statutory Authority

CHP is authorized under the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103-322, 34 U.S.C. § 10381 et seq.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Program-Specific Information

FY24 COPS Hiring Program (CHP)

CHP provides funding to law enforcement agencies to hire and/or rehire additional sworn career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. See the Applicants will be expected to describe their community policing strategy and request the number of newly hired and/or rehired full-time sworn career law enforcement officer positions necessary to support that strategy. COPS Office funding must be used to reorient the mission and activities of law enforcement agencies toward the community or enhance their involvement in community policing.

Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities.

Overview of Program Requirements

- **Hiring Categories:** Funding under this program may be used to hire or rehire career law enforcement officers in the following categories:
 - Hire new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget. These positions must be in addition to your current budgeted (funded) level of sworn officer positions, and the officers must be hired on or after the official award start date on the notice of award.
 - Rehire officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions. The rehired officers must be rehired on or after the official award start date on the notice of award. Documentation must be maintained showing the date(s) that the positions were laid off and rehired.
 - Rehire officers who are (at the time of application) currently scheduled to be laid off by your jurisdiction on a specific future date as a result of state, local, or BIA budget reductions. Recipients will be required to continue funding the positions with local funding until the date(s) of the scheduled layoffs. The dates of the scheduled layoffs and the number of positions affected must be identified in the CHP application. The recipient may rehire the officers with CHP funding on or immediately after the date of the scheduled layoff. Unless required by a recipient jurisdiction, the agency is not required to formally complete the administrative steps associated with the layoff of the individual officers it is seeking to rehire so long as the agency can document that a final, approved budget decision was made to lay off those individual officers on the identified layoff date. Documentation must be maintained detailing the dates and reason(s) for the layoffs. Furthermore, agencies awarded will be required to maintain documentation that demonstrates that the scheduled layoffs

are occurring for local economic reasons unrelated to the availability of CHP award funds; such documentation may include local council meeting minutes, memoranda, notices, or orders discussing the layoffs, budget documents ordering jurisdiction-wide budget reductions, and/or notices provided to the individual officers regarding the layoffs.

An applicant may request funding in one or more of the above-referenced hiring categories under CHP. If an application is approved for funding, the notice of award will specify the number of positions approved in each category. Once awarded, recipient agencies may not move funded positions between the hiring categories without receiving written prior approval from the COPS Office.

- **“Career Law Enforcement Officer” Defined:** A “career law enforcement officer” is a person hired on a permanent basis who is authorized by law or by a state, local, or tribal agency to engage in or oversee the prevention, detection, or investigation of violations of criminal laws. 34 U.S.C. §10389(1). The State of Alaska, and any Indian tribe or tribal organization in that State, may also use hiring funds for village public safety officers defined as “an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670. Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).”
- **Cost Sharing or Matching Funds Requirement and Maximum Federal Share:** FY24 CHP awards will cover up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year funding period, based on the applicant’s current entry level salary levels for full-time officers. There is a minimum 25 percent local cost share or matching funds requirement, which must be in the form of cash, unless a waiver is approved. Absent an approved matching funds waiver, the maximum federal share per officer position is \$125,000 over the three-year period (not \$125,000 per year) and any additional costs exceeding entry-level salaries and fringe benefits will be the responsibility of the recipient agency. See the Budget and Associated Documentation section for additional information.
- **Cap on Officer Requests:** Requests will be capped at 20 percent of actual sworn force, with a maximum of 50 officers for any agency. For example, agencies with an actual sworn force of 30 will be allowed to request up to 6 positions. Agencies with fewer than 10 officers may request one position.
- **Length of Funding and Retention Requirement:** Funding under this program will support three years of officer or deputy salaries within a five-year period of performance to accommodate time needed for recruitment and hiring. Agencies must retain each CHP-funded position for a minimum of 12 months following the three years of funding for that position. The additional officer positions should be added to your agency’s law enforcement budget with state and/or local funds over and above the number of locally funded officer positions that would have existed in the absence of the award. Absorbing CHP-funded positions through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement.

- **Background Investigation Requirement:** Recipients must ensure that each officer(s) hired with CHP funding is subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. Additional information can be found in the [FY24 Application Resource Guide](#) and the [FY24 External Background Investigations FAQs](#).
- **Prohibition on Supplanting:** “Supplanting” is to deliberately reduce state or local funds because of the existence of federal funds. For example, when state funds are appropriated for a stated purpose and federal funds are awarded for that same purpose, the state replaces its state funds with federal funds, thereby reducing the total amount available for the stated purpose. As such, a recipient may not reduce its existing current fiscal year budget for sworn officers just to make use of the CHP award. Any budget cut must be unrelated to the receipt of CHP award funds to avoid a violation of the COPS Office statutory non-supplanting requirement.
- **School Resource Officer (SRO) Training Requirement:** COPS Office-funded SRO(s) are required to complete an SRO 40-hour basic training course from a list of COPS Office approved provider(s). Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date; whichever comes first. Additional information and requirements can be found in the [FY24 Application Resource Guide](#). Note: Agencies selecting SROs should adhere to the guiding principles presented in the SRO Guiding Principles which can be found at [SUPPORTING SAFE SCHOOLS | COPS OFFICE \(usdoj.gov\)](#).
- **SRO Memorandum of Understanding (MOU) Requirement:** Recipients awarded CHP funding to hire and/or deploy SRO into schools will be required to submit to the COPS Office a signed MOU between the law enforcement agency and the school partner(s) within 90 days of the date shown on the award letter, and before expending or drawing down funds under the award. See the Memorandum of Understanding and Other Supporting Documents section and the [MOU Fact Sheet](#) for additional information.

This is a competitive, discretionary program. The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations.

Federal Award Information: Awards, Amounts and Durations

Anticipated Number of Awards

250

Anticipated Maximum Dollar Amount of Awards

\$6,250,000

Period of Performance Start Date

October 1, 2024

Period of Performance Duration (months)

60

Anticipated Total Amount to be Awarded under Solicitation

Up to \$156,668,839

Federal Award Information

This solicitation is expected to be very competitive. The COPS Office may elect to fund applications submitted under this solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and the availability of funding.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. With limited funding, the COPS Office expects a competitive solicitation.

Type of Award

The COPS Office will make all awards from the FY24 CHP solicitation in the form of grants, which does not provide for substantial involvement between the federal awarding agency and the nonfederal entity in carrying out the activity contemplated by the federal award. Grant recipients will be responsible for day-to-day project management and may reach out to the COPS Office with assistance in implementing the award. However, grant recipients will need to work with the COPS Office program manager in situations stated in the terms and conditions, such as scope changes and extensions.

Cost Share or Matching Funds

A minimum 25 percent local cost share or matching funds is required, which must be in the form of cash, unless a waiver is approved See the Budget and Associated Documentation section below.

Eligibility Information

Local, state, territorial, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply. An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within the jurisdiction served. CHP

applicants must have a law enforcement agency (i.e. Sheriff's Office, Department, etc.) that is operational by the close of this application or receive services through a new or existing contract for law enforcement services through an existing contract for law enforcement services or a new contract for law enforcement services that is in place by the close of this solicitation. Applicants must also maintain primary law enforcement authority for the population to be served.

If funds under this program are to be used as part of a written contracting agreement for law enforcement services (e.g., a town that contracts with a neighboring sheriff's department to receive services), the agency wishing to receive law enforcement services must be the legal applicant in this application.

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

Application and Submission Information

The complete application package (this solicitation, including links to additional documents) is available on Grants.gov and on the COPS Office website <https://cops.usdoj.gov/>.

Completing an application under this program is a two-step process. Applicants must first register via <https://www.grants.gov> and complete an Application for Federal Assistance, Standard Form 424 (SF-424), the government-wide standard application form for federal assistance and the of Lobbying Activities, Standard Form - LLL (SF-LLL). The remainder of the application will be completed through the JustGrants System at <https://justicegrants.usdoj.gov/>.

Applicants are strongly recommended to register immediately on <https://www.grants.gov>. Any delays in registering with Grants.gov or submitting the SF-424 may result in insufficient time for processing your application through JustGrants.

No other form of application will be accepted. Applications with errors or missing information may be disqualified or rated accordingly. Please note that the application system will not accept incomplete applications or applications with errors.

Please refer to the Contact Information section for technical assistance with submitting the SF-424, technical support with JustGrants, or programmatic assistance with the requirements of this program.

Content and Form of Application

The application in JustGrants consists of a series of questions, as well as a budget worksheet. Below is a summary of the questions that applicants will be required to complete. The complete list of questions is located at <https://cops.usdoj.gov/chp>. Applicants are encouraged to read through the online application questions in advance to ensure sufficient time to prepare answers to the questions.

Failure to submit all required documentation at the time of the application may delay processing and/or result in the denial of your application. Unless otherwise noted, each section in the application must be completed in its entirety.

Completing the Application for Federal Assistance (SF-424) and the Disclosure of Lobbying (SF-LLL) in Grants.gov

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information under discretionary programs. Applicants must complete and submit the SF-424 via <https://www.grants.gov> using the information provided on that site. Public reporting burden for this collection of information is estimated to average 60 minutes per response including time for reviewing instructions, searching existing data sources, gathering, and maintaining required data as well as completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, D.C. 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SUBMIT IT ONLINE VIA GRANTS.GOV.

Intergovernmental Review

Note: Intergovernmental Review (SF-424 Question 19): This solicitation is subject to Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs. Applicants must check the Office of Management and Budget's website for the names and addresses of Single Points of Contact (SPOC) under Intergovernmental Review: <https://www.whitehouse.gov/wp-content/uploads/2023/06/SPOC-list-as-of-2023.pdf>. If the applicant's state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, such applicant is to make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the following response: "Program is subject to E.O. 12372 but has not been selected by the state for review."

Disclosure of Lobbying Activities

All applicants must complete and submit the Disclosure of Lobbying Activities (SF-LLL) form in Grants.gov. Applicants that do not expend any funds for lobbying activities should enter "N/A" in the required highlighted fields. Applicants that expend any funds for lobbying activities must provide the information requested on the SF-LLL.

Once the SF-424 and SF-LLL have been submitted via Grants.gov, an email will be sent to the entity's E-Business Point of Contact (E-Biz POC) (also referred to as the JustGrants Entity Administrator) from DIAMD-NoReply@usdoj.gov. This email will contain registration instructions to create an account in

DOJ's secure user management system, the Digital Identity and Access Management Directory (DIAMD), or instructions on how to complete the second part of the online application through the JustGrants website.

Standard Applicant Information

Applicants must complete the web-based form in JustGrants, which is pre-populated with the SF-424 data submitted in Grants.gov. Applicants are required to confirm the two Authorized Representatives, verify the legal name, address, and enter the ZIP code(s) for the areas affected by the project. For statewide or nationwide projects, the applicant should enter "State" or "National" in this field.

In order for applicants to complete this section, the two Authorized Representatives must have established accounts in JustGrants after the Grants.gov portion of the application is submitted. **Please note: Users assigned as Authorized Representatives must log in into the JustGrants system to activate their account. Users will not be visible in JustGrants until they have successfully logged into JustGrants.**

The Authorized Representatives are officials who have ultimate and final responsibility for all programmatic and financial decisions regarding this COPS Office application as representatives of your agency, as the legal recipient.

For guidance on who should be assigned as Authorized Representatives, please see below:

For law enforcement agencies, COPS Office awards require that both the top law enforcement executive (e.g., chief of police, sheriff, or equivalent) and the top government executive (e.g., mayor, board chairman, or equivalent) sign the application, and (if awarded funding) accept the award package. Both the top law enforcement executive and the top government executive must be assigned the role of Authorized Representative in Just Grants.

For non-law enforcement agencies, (institutions of higher education, school districts, private organizations, etc.), COPS Office awards require that both the programmatic official (e.g., executive director, chief executive officer, or equivalent) and financial official (e.g., chief financial officer, treasurer, or equivalent) sign the application, and (if awarded funding) accept the award package. These two officials must have the ultimate signatory authority to sign contracts on behalf of your organization. Both the programmatic official and the financial official must be assigned the role of Authorized Representative in Just Grants.

Please note that nonexecutive positions (e.g., clerks, trustees) are not acceptable Authorized Representatives.

For further assistance with accessing JustGrants, please visit the [JustGrants website](#). For further assistance with submitting an application in JustGrants, please visit the [JustGrants Training web page](#).

Data Requested with Application

Please refer to the following steps to help guide you through initiating, completing, modifying, and obtaining the status of solicitation surveys in the JustGrants system:

- To **initiate** a survey, please click on the **survey title** to open.
- When you have **completed** the survey, please click the **“Finish”** button on the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.
- To go back to the initial **list of surveys**, go to the **“Actions”** menu at the top right corner of the screen and select **“Close”** to exit the survey review screen. The survey you just completed will still display an **“Open”** status.
- To **confirm the completed status** of your survey, go back to the **“Actions”** menu and select **“Refresh.”** The status of your completed survey will change to **“Resolved-Completed.”**
- If you would like to **verify** the survey responses of a completed survey, you may click the **survey title** to reopen the selected survey and **view** your saved responses.
- If you would like to **change and/or update** the survey responses of a completed survey, you may click the **“Re-open”** option to **update** your saved responses.
- Remember, to **confirm the status** of a completed survey, you will need to click the **“Actions”** menu and **“Refresh.”**

Below is a summary of the questions that applicants will be required to complete.

Agency Eligibility: See Eligibility section to ensure that your agency meets eligibility requirements.

Law Enforcement Agency Sworn Force Information: Applicants will enter information regarding budgeted sworn force strength and actual sworn force strength employed at the time of application.

Civilian Staff: The number of full- and part-time civilian positions funded in your agency’s annual budget.

COPS Office–funded Officer Request: Applicants will be asked to enter the number of newly hired and/or rehired entry-level officer positions necessary to support the proposed community policing strategy. CHP awards are subject to the restrictions described in the Program Description and the Budget and Associated Documents sections, including but not limited to \$125,000 maximum over three years for each awarded position (not \$125,000 per year), a minimum 25 percent cost share or matching funds requirement (unless waived), 12-month retention requirement for each officer hired, 20 percent of sworn force and 50 officer per agency cap, and nonsupplanting requirements.

Applicants should base requests on the current needs in the three hiring categories (new hire, rehire of previously laid-off, and rehire of officers scheduled for layoff), keeping in mind that once awarded, positions cannot be moved between the categories without prior written approval from the COPS Office.

Law Enforcement and Community Policing Strategy: Through a series of detailed questions requiring a narrative response, CHP applicants are required to describe how hiring additional officers will assist the applicant in implementing and/or enhancing community policing strategies. The first set of questions will examine the current policies and practices within the agency as they relate to community policing. The second set of questions will assess the proposed community policing strategy as it relates to the three primary elements of community policing.

Note: Agencies that do not meet a minimum community policing score will not be considered for funding. The minimum community policing score reflects a basic existing commitment to community policing and a strategy to enhance or build community policing capacity.

Problem Area Selection: Applicants will identify and describe one specific problem/focus area from the list below. Selection of certain problem areas will require additional narrative descriptions. Note that selection of some problem focus areas may result in additional consideration for funding (see Application Review Information). Applicants that select those funding areas will not be allowed to change the problem areas/focus area of community policing strategies after the award is issued.

- **Building Legitimacy and Trust** – Applicant will deploy officers to partner and engage community stakeholders including residents, businesses, and faith-based organizations to prioritize and collectively strengthen a community’s response to crime and criminal activity and focus on enhancing and maintaining community trust and legitimacy between law enforcement and the communities they serve – to include building trust in immigrant communities. Efforts could include deploying or redeploying officers to support officer recruitment and retention efforts, with an emphasis on promoting diversity. Applicants may wish to review the COPS Office web page Building Trust at <https://cops.usdoj.gov/buildingtrust> for ideas on strategies.
- **Violent Crime/Gun Violence** – Applicant will employ community policing strategies to address a range of violent crime problems. Community-based approaches to combatting gun violence that build trust in underserved communities suffering from high incidents of gun crime will receive additional consideration. Applicants requesting additional consideration for gun violence issues will be asked to describe their holistic, community-based approach (which could include applicable task force participation) and may wish to review the COPS Office web page on Community Violence Interventions at https://cops.usdoj.gov/community_violence_intervention for ideas on strategies.
- **Combating Hate and Domestic Extremism** – Applicant will focus on community-based strategies that combat bias-motivated acts of violence that divide our communities, intimidate our most vulnerable citizens, and erode trust in the rule of law. Applicants may wish to review the COPS Office web page on Combating Hate Crimes at <https://cops.usdoj.gov/hatecrimeresources> for ideas on strategies.
- **Police-based Response to Persons in Crisis** – Applicant will focus on deploying officers in crisis intervention teams, participation in crisis intervention teams, improving response and interaction with persons in crisis – to include efforts focused on the education, prevention, and interventions related to the abuse of opioids and other substances in communities.

- **Homeland Security** – Building strong relationships with the community can prove vital to preventing acts of terror from domestic and foreign actors. This effort includes the thoughtful deployment of officers to strengthen relationships across the community spectrum as well as practical partnerships and task force participation to protect public infrastructure and enhance security at ports of entry. Applicants may wish to review the COPS Office web page on Homeland Security at <https://cops.usdoj.gov/homelandsecurity> for ideas on strategies.
- **Other/Innovations in Community Policing** – Applicants should describe new and promising approaches in community policing that can be advanced through CHP funding.

Need for Federal Assistance: All applicants are required to explain their inability to address the needs identified in this application without federal assistance. Applicants will answer a series of questions about their service population and fiscal health of their area, including operating budget, poverty and unemployment rates, and other indicators of fiscal health.

Property/Violent Crime Rates: Applicants will be asked to enter crime data information for the previous two years for the population area served by the agency, using Uniform Crime Reporting crime or NIBRS definitions.

Continuation of Project after Federal Funding Ends: All applicants are required to affirm that their agency plans to retain all officer positions awarded following the three years of federal funding, for at least 12 months, and to identify their planned source(s) of retention funding. The retention period may begin during the five-year period of performance of the award and may extend beyond the end date of the award. Agencies that do not plan to retain all officer positions under this award program at the time of application are ineligible to apply for CHP funding.

- The retention requirement cannot be satisfied through attrition. The retained CHP-funded officer positions should be added to your agency’s law enforcement budget with state and/or local funds for at least 12 months over and above the number of locally funded officer positions that would have existed in the absence of the award.
- At the conclusion of federal funding, agencies that fail to retain the additional officer positions awarded under the CHP award for a period of 12 months may be ineligible to receive future COPS Office awards for a period of one to three years.

A copy of the survey questions required for this solicitation can be found at <https://cops.usdoj.gov/chp>.

Budget and Associated Documentation

Budget Worksheet and Budget Narrative (Web-based Form)

Applicants must complete the web-based budget worksheet form in JustGrants along with narrative entries to describe each proposed cost.

Budget requests may only be made in the following categories:

- Sworn Officer Personnel
- Fringe Benefits

Recipients may not use COPS Office funding for the same item or service also funded by another U.S. Department of Justice award.

Non-supplanting requirement: Requests may be made only for positions that are not otherwise budgeted with state, local, or BIA funds and that would not be funded in the absence of the CHP award.

See below for non-exhaustive list of allowable and unallowable costs, as well as guidance for completing each budget category.

Allowable Costs – Fundable Requests

The only allowable costs under CHP are the approved full-time, entry-level salaries and fringe benefits of newly hired or rehired sworn career law enforcement officers who are hired or rehired on or after the award start date. An agency seeking to rehire officers scheduled to be laid off on a specific future date with CHP funds must continue to fund them with local funds through the award date until the date of the scheduled layoff. Officers previously employed by your agency who have been (or are currently scheduled to be) laid off as a result of budget reductions may be rehired using CHP award funds, but funding requests must be limited to your agency's entry-level salaries and fringe benefits for full-time officers. Agencies will be responsible for paying any costs that exceed entry-level salaries and fringe benefits with local funds.

NOTE: The only allowable budget categories under the CHP program are Salaries and Fringe Benefits. Do not enter any funding requests under any other budget category.

The local cost share or matching funds will calculate automatically once the overall salary and fringe rates are entered. There is a *minimum* local cost share or matching funds requirement of 25 percent. The local cost share or matching funds requirement may exceed 25 percent if the entry-level salary and fringe costs total more than \$167,000 over three years.

Sworn Officer Salaries: You will enter the funding request by indicating the number of officers you are requesting, then by providing the current entry-level salary and fringe benefits for one full-time sworn officer. The total request will calculate automatically. The number of officers you request in the budget must match the number of officers requested in the question survey and may not exceed 20 percent of actual full-time sworn force, up to 50 officers. CHP awards are subject to the restrictions described in the Program Description section, including but not limited to: \$125,000 maximum over three years and minimum of 25 percent cost share or matching funds requirement (unless waived). Applicants budgeting for an increase in salaries and/or fringe benefits over the life of the award are required to provide an explanation. Note that the \$125,000 in federal funds total for three years, not \$125,000 annually. For applicants with more than one entry level salary and benefit package based on prior education for new

officers with no prior law enforcement experience, you may average those salaries and benefits to report your entry-level salary and benefits. Please note, however, that any higher salaries and benefits that are paid to compensate for prior law enforcement experience are not considered entry-level and should not be included in this average or otherwise reported as entry-level. If awarded CHP funding, an agency must use it to pay the actual entry-level officer's salary and benefits and any CHP funds remaining after the 36-month funding period will be de-obligated.

Fringe Benefits: Fringe benefits typically covered by the applicant agency, as specified in agency personnel and salary policies or contractual agreements, and allowable under 2 CFR 200, will be covered. Examples of allowable fringe benefits include Social Security, Medicare, insurance (life, health, dental, etc.), shift differential, retirement plans, and holiday pay.

The following are considered unallowable costs under the CHP program, regardless of whether they are included as salary or fringe: overtime costs, training, travel, equipment (e.g., uniforms, weapons, or vehicles), severance pay, and hazard pay. If your agency pays those benefits for locally funded officer positions, your agency will be required to use local funds to do so for CHP-funded officer positions.

For agencies that do not include fringe benefits (e.g., vacation, holiday, shift differential) as part of the base salary costs and typically calculate these separately, the allowable expenditures may be included with personnel costs. Any fringe benefits that are already included as part of the agency's base salary should not be repeated in the separate fringe listing. Fringe benefits that do not appear in the drop-down budget menu will not be considered.

Shift differential pay is a premium hourly rate paid for those hours that are not considered normal day work hours as defined by your agency. Typically, shift differential pay is for the hours worked outside of normal day work hours, where the majority of hours worked are from 3:00 p.m. of one day until 8:00 a.m. of the following day. This would include the evening shift, midnight shift, overlap shift or power shift, or any other designated shift between those hours that would qualify for the shift differential pay as defined by your agency and/or a contractual or union agreement. Overtime beyond any defined shift work hours is an unallowable cost under 2024 CHP.

Unallowable Costs – Requests will Not be Funded

All items other than entry-level personnel costs (salaries and fringe benefits) as described in the preceding section are considered unallowable under CHP. Therefore, requests for equipment, training, travel, uniforms, vehicles, and indirect costs are not permitted under CHP.

In addition, the following personnel costs are unallowable:

- Salaries and fringe benefits of existing locally-funded officers, unless those officers are currently scheduled to be laid off on a specific future date
- Salaries and fringe benefits over and above an agency's entry-level salary and fringe benefits for officers

- Salaries and fringe benefits for civilian or nonsworn personnel
- Salaries and fringe benefits for part-time officer positions
- Salaries and fringe benefits for furloughed officers
- Salaries and fringe benefits for correctional officers
- Overtime costs, severance pay, hazard pay
- Retroactive pay

This is not an exhaustive list, and items not listed above will be reviewed on a case-by-case basis. The COPS Office reserves the right to deny funding for items that may not be included on this list. Agencies are expected to request items that show a direct link between the requested item(s) and the applicant's CHP project. All requests must contribute directly to the specific purpose of the award project and relate to the appropriations language enacted for FY24.

Federal Share and Local Cost Share or Matching Funds

In the budget worksheet, the applicant will be required to indicate the number of officers, and the total salary and fringe benefits for the three-year salary period for ONE entry-level officer. The local cost share or matching funds will calculate automatically. The minimum local cost share or matching requirement is 25 percent of the total project cost, although it may be higher, and the cap on the amount of federal funding that can be requested per officer position is \$125,000 over three years (36 months). Any additional costs above the required local cost share or matching funds and officer funding cap will be the responsibility of the recipient agency. Recipients are also required to pay a progressively larger share of the cost of the award with local funds over the award period. The applicant will also be asked for a projection of the planned federal and local shares of the total project costs over the three years of funding for each position. While your agency may deviate from these specific projections during the award period, it must still ensure that the federal share decreases and the local share increases.

Budget summary: The budget summary will automatically calculate total project costs based on the figures provided in the budget worksheet and the number of officer positions requested in the application. It will also calculate the amount of the local cost share or matching funds requirement. Ensure that the number of officers requested in the budget matches the number entered in the question survey and is equal to or less than 20 percent of actual sworn full-time force.

Cost Share or Matching Funds and Waiver

The COPS Office may waive some or all of an applicant's 25 percent local cost share or matching funds requirement. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of severe fiscal distress as supported by the fiscal health data provided in this application, and comparison of your fiscal health data with that of the overall CHP applicant pool. If your agency wishes to be considered for a waiver, you must respond to the applicable question. Please indicate whether the COPS Office should continue to consider your

application if the waiver request is not granted or whether it should be removed from consideration if the waiver is not granted. If a full or partial waiver is granted, and your application is funded for a reduced number of officer positions, the percentage of local share provided will be applied to the total project cost of the awarded officers.

Memoranda of Understanding (MOU) and Other Supportive Documents

Recipients awarded CHP funding to hire and/or deploy SRO into schools will be required to submit to the COPS Office a signed MOU between the law enforcement agency and the school partner(s) within 90 days of the date shown on the award letter, and before expending or drawing down funds under the award. An MOU is not required at the time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be uploaded as an attachment under the section in JustGrants titled “MOUs and Other Supporting Documents”.

The MOU must contain the following:

- A. The purpose of the MOU
- B. Clearly defined roles and responsibilities of the school district and the law enforcement agency focusing on the officers’ roles on safety
- C. Information sharing
- D. Supervision responsibility and chain of command for the SRO
- E. Signatures

The MOU is an agreement among parties that defines the roles and responsibilities of the individuals and partners involved, including SROs, school administrators, law enforcement and education departments, students, and parents. The MOU should explicitly state the proposed programs and daily activities that the SRO will develop and/or administer. It should also address the policies and procedures and the extent to which information will be shared between the law enforcement agency and school or school district partners throughout the course of the award. The MOU should be signed by the law enforcement executive and designated representative for the school or school district who has general educational oversight within that jurisdiction.

Please refer to the MOU fact sheet at <https://cops.usdoj.gov/chp> for a full description of requirements.

School Resource Officer Official Partner Contact Information (if applicable)

Applicants requesting funding for SROs should enter in contact information for each school partner where the SROs will be deployed, if known at time of application. This information is not required at the time of application but will be later required for any agency awarded CHP funding for officers to be deployed as SROs.

Additional Application Components

Letters of Support

As applicable, applicants may attach letters of support, but these are not required.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents, such as “[Applicant] Letter of Support.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.

Disclosures and Assurances

Disclosure of Lobbying Activities

Important: All applicants must complete the SF-LLL Disclosure of Lobbying Activities in Grants.gov prior to beginning the application process in JustGrants. NOTE: Applicants that do not expend any funds for lobbying activities should enter “N/A” in the required highlighted fields.

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. § 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

If this applies to your organization, you are required to complete the disclosure form via grants.gov. If you need to submit additional forms, please submit them as attachments to your application online in the “Additional Application Components” Section.

DOJ Certified Standard Assurances

Applicants to COPS Office programs are required to sign and acknowledge the standard DOJ Assurances form in JustGrants. Signing this document assures the COPS Office that you have read, understood, and accepted the award terms and conditions as outlined in the Assurances. Please read this document carefully, as signatures on this document are treated as material representation of fact upon which reliance will be placed when the U.S. Department of Justice determines to fund the covered award. Full text of the Certified Standard Assurances and Terms and Conditions is available in the [FY24 Application Resource Guide](#).

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Applicants to COPS Office programs are required to sign and acknowledge the standard DOJ Certifications form in JustGrants. Signing this document assures the COPS Office that you have read, understood, and accepted the award terms and conditions as outlined in the Certifications.

Please read this document carefully, as signatures on this document are treated as material representation of fact upon which reliance will be placed when the U.S. Department of Justice determines to award the covered award. See appendices for the full assurances and certifications, which can all be found in the [FY24 Application Resource Guide](#).

An explanation is required when the applicant is unable to certify to certain statements in the “Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing” form (if applicable). When the applicant is unable to certify to specific statements identified in this Certifications form, the applicant must attach an explanation. The applicant is still required to sign the Certifications form to certify to all the other applicable statements. Please see [FY24 Application Resource Guide](#) for a copy of this Certifications form.

Declaration and Certification to DOJ as to Application Submission

Applicants must read and acknowledge the statements in the Declaration and Certification.

Federal Civil Rights and Award Review

Please be advised that an application may not be funded and, if awarded, a hold may be placed on the award if it is deemed that the applicant is not in compliance with federal civil rights laws, is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice award review or audit.

How to Apply

Federal regulations require that an applicant for federal funding (1) be registered in SAM before submitting its application, (2) provide a valid unique entity identifier in its application, and (3) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. The COPS Office may not make an award to an applicant until the applicant has complied with all applicable Unique Entity Identifier (UEI) and SAM requirements and, if an applicant has not fully complied with these requirements by the time the COPS Office is ready to make an award, the COPS Office may determine that the applicant is not qualified to receive an award. See 2 C.F.R. §§ 25.200 and 25.205 and the Award Terms and Conditions for further information.

Please follow the steps listed here to ensure your application is submitted by the deadline for this solicitation. Applicants should register online with SAM and with Grants.gov well in advance of the JustGrants deadline.

Step 1: Register with SAM database/Confirm Unique Entity Identifier (UEI) number

The Unique Entity Identifier (UEI) issued by SAM is a 12-character alphanumeric value and, once issued, will not change. Entities that are currently registered in SAM.gov already have a Unique Entity ID (SAM) which can be viewed in SAM.gov. The transition to UEI (SAM) will not impact an entity's registration expiration date or when renewal is necessary.

System of Award Management (SAM) registration and renewal can take as long as 10 business days to complete.

If you do not have an Employer Identification Number (EIN), the process can take up to five weeks to obtain an EIN from the Internal Revenue Service. There is no fee associated with these processes. These processes cannot be expedited.

SAM registration procedures can be accessed at <https://www.sam.gov>.

The person registering with SAM will be the designated SAM E-Business (E-Biz) Point of Contact (POC), who can assign the people who submit applications for the organization (your Authorized Organization Representatives). In addition, you must review your SAM registration once a year.

Step 2: Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password.

Complete the AOR profile on Grants.gov and create a username and password. An applicant entity's "Unique Entity Identifier (UEI)" must be used to complete this step. For more information about the registration process for organizations and other entities, visit the [Grants.gov registration page](#). Individuals registering with Grants.gov may visit the [Applicant Registration page](#).

Step 3: Acquire confirmation for the AOR from the E-Business Point of Contact (E-Biz POC).

The SAM E-Biz POC at the applicant organization must log into Grants.gov to confirm the applicant organization's AOR. The E-Biz POC will need the Marketing Partner Identification Number (MPIN) password obtained when registering with SAM to complete this step. Note that an organization can have more than one AOR.

Step 4: Search for the funding opportunity on Grants.gov.

Search using the Assistance Listing Title and the Funding Opportunity Number from the solicitation.

Step 5: Access Funding Opportunity and Application Package from Grants.gov.

Select “Apply for Grants” under the “Applicants” column. Enter your email address to be notified of any changes to the opportunity package before the closing date. Click the Workspace icon to use Grants.gov Workspace.

Step 6: Complete and Submit the SF-424 and SF-LLL via Grants.gov.

Within 48 hours after submitting the SF-424 and SF-LLL, the applicant should receive two notifications from Grants.gov. The first will confirm the receipt of the SF-424 and SF-LLL. The second will state whether the SF-424 and SF-LLL has been validated and successfully submitted, or whether it has been rejected due to errors, with an explanation. It is possible to first receive a message indicating that the application is received, and then receive a system-generated rejection notice a few minutes or hours later. Submitting the SF-424 and the SF-LLL well ahead of the Grants.gov deadline provides time to correct the problem(s) that caused the rejection. These system-generated rejection notices are due to inaccurate data or incomplete applications.

Important: DOJ urges each applicant to submit the SF-424 and the SF-LLL at least 72 hours prior to the Grants.gov due date to allow time to receive validation messages or rejection notifications from Grants.gov and to correct in a timely fashion any problems that may have caused a rejection notification. Verify the application deadline (date and time) in the solicitation.

Step 7: Register the Entity Administrator (E-Biz POC) and the Application Submitter with DOJ’s Justice Grants System (JustGrants).

(Application Submitters and E-Biz POC Users with an existing JustGrants Account may skip to step 8.)

Within 24 hours of JustGrants receiving an application from Grants.gov, the user submitting the application in Grants.gov and SAM E-Biz POC will receive an email to register for a JustGrants account. The email is from DOJ’s secure user management system (DIAMD) and will include instructions on how to create an account.

To ensure that you receive these emails and that they are not flagged as spam, we recommend adding **DIAMD-NoReply@usdoj.gov** to the trusted sender list in your email settings.

The E-Biz POC at the applicant organization serves as the Entity Administrator and must log in to JustGrants to confirm the entity’s profile, add users, and assign the two required Authorized Representatives (Law Enforcement Executive/Program Official and Government Executive/Financial Official). The Authorized Representatives are officials who have ultimate and final responsibility for all programmatic and financial decisions for your agency, as the legal recipient. For guidance on who should be assigned as Authorized Representatives, please see below:

For law enforcement agencies, COPS Office awards require that both the top law enforcement executive (e.g., chief of police, sheriff, or equivalent) and the top government executive (e.g., mayor, board chairman, or equivalent) sign the application, and (if awarded funding) accept the award package. Both the top law enforcement executive and the top government executive must be assigned the role of Authorized Representative in Just Grants.

For non-law enforcement agencies (institutions of higher education, school districts, private organizations, etc.), COPS Office awards require that both the programmatic official (e.g., executive director, chief executive officer, or equivalent) and financial official (e.g., chief financial officer, treasurer, or equivalent) sign the application, and (if awarded funding) accept the award package. These two officials must have the ultimate signatory authority to sign contracts on behalf of your organization. Both the programmatic official and the financial official must be assigned the role of Authorized Representative in Just Grants.

Please note that nonexecutive positions (e.g., clerks, trustees) are not acceptable Authorized Representatives.

The user who submitted the application in Grants.gov serves as the Application Submitter. Within minutes of completing your JustGrants account registration, the Application Submitter and the E-Biz POC (Entity Administrator) users will receive an email from JustGrants with a link to the application started in Grants.gov.

Application Submitters and E-Biz POC Users with a JustGrants Account

Step 8: Review and Invite the Two Required Authorized Representatives in JustGrants

The Entity Administrator will need to log into JustGrants to review and assign the required two Authorized Representatives (Law Enforcement Executive/Program Official and Government Executive/Financial Official). The Authorized Representatives are officials who have ultimate and final responsibility for all programmatic and financial decisions for your agency, as the legal recipient. For guidance on who should be assigned as Authorized Representatives, please see guidance above.

If an Authorized Representative needs to be invited, the Entity Administrator will need to invite the individual to receive a JustGrants account. These actions are required before an application can be submitted.

Within minutes of being invited to be an Authorized Representative, the individual will receive an email from **DIAMD-NoReply@usdoj.gov** with instructions on how to create an account in DOJ's secure user management system.

Once the Authorized Representatives receives the email and completes the steps to create an account, the Authorized Representative will be available in JustGrants.

Review the "[JustGrants User Roles Guide](#)" to become familiar with the various JustGrants Entity User roles.

Step 9: Complete and Submit the JustGrants Application

Important: In addition to the Application Submitter, the Entity Administrator and the two Authorized Representatives should be available to assist with the JustGrants application submission.

The Application Submitter will complete the application by entering data into web-based forms, uploading attachments, and accepting assurances and certifications. Before you submit your application, each section must be completed and free of validation errors. If not, please return to each identified page using the table of contents on the right side of the page. If any required fields are unanswered, they will be flagged with warning messages. In this case, answer these required fields. You will not be able to submit your application until all validation issues are corrected and the application is certified.

The Application Submitter will also need to confirm the required two Authorized Representatives (Law Enforcement Executive/Program Official and Government Executive/Financial Official).

The Application Submitter will need to select two authorized representatives via dropdown field in the “Confirm Authorized Representative” section of the application. The dropdown will display all authorized representatives that have been assigned for your entity (the [Application Submission Job Aid Reference Guide](#) for this step).

If you do not see authorized representatives for your entity in the dropdown field within the “Confirm Authorized Representative” section of the application, you will need to add and assign the role for each authorized representative for your entity. Please note: the COPS Office requires two authorized representatives (Law Enforcement Executive and Government Executive) for its grant applications. Users will not be visible in JustGrants until they have successfully logged into JustGrants. If you need assistance adding users and assigning roles for your entity, please refer to the [Entity Management Job Aid Reference Guide](#).

Once all sections are completed, the application submitter will submit the application. Upon successful submission of an application, the Application Submitter, Entity Administrator, and the two Authorized Representatives will receive an email from JustGrants confirming submission of the application. The COPS Office will not accept applications submitted via mail or email.

Step 10: Confirm Receipt of JustGrants Application

The Application Submitter should closely monitor their email and JustGrants accounts for any notifications from Grants.gov or JustGrants about a possible failed submission. The user who is authorized to submit applications on behalf of the organization is the one who will receive these notifications. The COPS Office does not send out these notifications, nor does the COPS Office receive a copy of these notifications. It is the applicant’s responsibility to notify the COPS Office of any problems with the application submission process. Submitting the application components **at least 48 hours prior to the solicitation deadline** will enable the applicant to receive notice of a failed submission and provide an opportunity to correct the error before the applicable deadline.

Submission Dates and Time

All completed applications must be submitted by the deadline.

Late Submissions

The COPS Office will review on a case-by-case basis requests for late submission due to unforeseen technical issues or extraordinary events such as extreme weather emergencies or mass casualty events. Requests for an extension of the Grants.gov deadline must be received prior to the close of the solicitation in Grants.gov. Requests for an extension of the JustGrants deadline must be made prior to the close of the solicitation in JustGrants. No late submission requests will be considered once the solicitation closes. Extension of deadlines is rare and is not guaranteed.

To be considered for an extension, applicants must contact the COPS Office Response Center via email at AskCopsRC@usdoj.gov detailing the technical/extraordinary issues that impact application submission. This email must be submitted prior to the deadline for which the applicant is requesting an extension. The applicant's email must include the following information: UEI number, Organization name, Point of Contact name and information, Application ID, and the nature of the issue/disaster and how it affected the applicant's ability to submit an application on time. The email subject line should read "[Insert Program] Extraordinary Circumstances: [UEI number, Agency Name, Application ID]", with your UEI number and organization name and details filled in.

The COPS Office will respond to each applicant as soon as possible with either an approval and instructions for submission or a rejection. If the technical issues you reported cannot be validated, the application will be rejected.

The following conditions are not valid reasons to request an extension: (1) failure to begin the registration process in sufficient time; (2) failure to follow instructions on Grants.gov or JustGrants; (3) failure of the two assigned authorized representatives, with the proper authority, to activate accounts in JustGrants prior to application submission; (4) failure to follow all of the instructions in the solicitation; (5) failure to register or update information on the SAM website; and (6) failure to register or complete the SF-424 and SF-LLL in Grants.gov.

Application Review Information

Review Process

The COPS Office is committed to ensuring a fair and open merit review process. Applications that meet eligibility and basic minimum requirements will be subject to a merit review and ranking process. The merit review will consist of both a programmatic and financial review and will be conducted by COPS Office staff or in collaboration with other subject matter experts. The review will also assess whether costs are reasonable, necessary, allowable, and allocable under applicable federal cost principles, agency regulations, and the program.

Basic Minimum Requirements Review

Once the solicitation closes, COPS Office staff screen and evaluated applications for compliance with basic minimum requirements (BMR).

BMR Review Criteria

The BMR review ensures that applicants are local, state, territorial, and tribal law enforcement agencies that have primary law enforcement authority.

Review Criteria

In the merit review selection process for CHP awards, the COPS Office will make an initial determination, balancing the applicant's need for federal assistance (as measured by economic and fiscal health questions) with crime rates, the applicant's current commitment to community policing, and the strength of their proposed community policing strategy.

Applications will be scored according to the following weighting methodology:

- Fiscal Need: 33.3 percent
- Crime: 33.3 percent
- Community Policing: 33.3 percent

Agencies that do not meet a minimum community policing score, reflecting a basic commitment to community policing and a strategy to continue or enhance it, will not be considered for funding.

Additional consideration will be given to applicants who propose a community-based approach to the following four problem/focus areas. Applicants who choose one of the community policing problem/focus areas listed here must devote 100 percent of their funded positions to that focus area and will not be allowed to change their choice once the award has been issued.

- Building Legitimacy and Trust
- Violent Crime/gun Violence
- Combating Hate and Domestic Extremism
- Police-based Response to Persons in Crisis

Additional priority consideration will also be given to applicants that meet any of the following criteria:

- **Persistent Poverty** – Applicants in an area with persistent poverty
- **Preventing Radicalization of Personnel** – Applicants seeking support for screening and counseling programs to identify and prevent the radicalization of applicants and personnel who endorse violent and hateful extremist movements

- **Community-Based Hires** – Applicants that commit to recruiting officers from the community in which they will serve
- **Community-Based Officer Relocation** – Applicants that commit to recruiting officers who are willing to relocate to areas characterized by fragmented relations between police and community residents, or areas of high crime
- **Diversity Training** – Agencies that require evidenced-based cultural sensitivity training for officers, including training on ethnic and racial bias, racial profiling, gender bias, sexual orientation and gender identity bias, cultural diversity, use of force, procedural justice, and law enforcement interaction with people with disabilities, the mentally ill, and English Language Learners
- **Safe Harbor** – Applicants in states with certain anti-human trafficking laws that treat minors engaged in commercial sex as victims (referred to as “safe harbor” laws) and permit individuals to vacate arrest or prosecution records for non-violent offenses as a result of being trafficked
- **Catastrophic Incident** – Applicants that experienced an unanticipated catastrophic event or Attorney General declared area in crime-related crisis
- **Hiring Veterans** – Applicants that commit to hiring at least one military veteran
- **Rural Designation** – Applicants from rural areas
- **Agency Not Funded in FY23** – Applicants that did not receive a CHP award in FY23

Note: Applicable priority consideration(s) is only one of many factors in making COPS Office funding decisions and does not guarantee an award.

Federal Policing Priorities

In addition to the criteria listed earlier, responses to the list of questions related to the activities outlined in the Federal Priorities for Policing Inventory will help the U.S. Department of Justice evaluate the possibility for priority consideration, where appropriate, and identify potential gaps in training and technical assistance.

Administrative Compliance Review

All advancing applications will undergo an administrative compliance review. Past financial and programmatic performance with DOJ award funding will be considered in this review process. Past performance may affect the overall rating and ranking of an application. Factors that may be included in the past performance review include the following:

- The extent to which the applicant has adhered to all special conditions in the prior awards
- The extent to which the applicant has complied with programmatic and financial reporting requirements

- The extent to which the applicant has completed closeout of prior awards in a timely manner
- Whether the applicant has received financial clearances in a timely manner
- Whether the applicant has resolved any issues identified in an audit or on-site monitoring visit in a timely manner
- Whether the applicant has adhered to single audit requirements
- The extent to which the applicant has completed work and spent prior award funds in a timely manner

Pursuant to 2 C.F.R. Part 200.206, before award decisions are made, the COPS Office also reviews information related to the degree of risk posed by applicants. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, the COPS Office checks whether the applicant is listed in SAM as excluded from receiving a federal award. The COPS Office also must review and consider any information about the applicant that appears in the nonpublic segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, “FAPIS”).

Applicants may review and comment on any information about them in SAM that a federal awarding agency previously entered in the designated integrity and performance system, and such applicant comments will also be reviewed and considered.

The COPS Office may contact applicants regarding budget and financial questions as part of the review process. This outreach is not an indication of funds or awarding decisions.

Director’s Selection

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Director of the COPS Office, who may also give consideration to factors including prior funding history, current award balances, underserved populations, population served, geographic diversity, strategic priorities, past performance, significant concerns regarding ability of the applicant to administer federal funds, and available funding when making awards.

Federal Award Notices

Award notification will be sent electronically from JustGrants. This award notification will include instruction on enrolling in Automated Standard Application for Payments (ASAP) and accepting the award. Recipients will be required to log into JustGrants to review, sign, and accept the award. The notice of award will contain details about the award including start and end dates, funding amounts, and the award conditions. The Authorized Representatives must acknowledge having read and understood all sections of the award instrument and submit the required declaration and certification to accept the award; these steps will be completed electronically in JustGrants before you will be able to

draw down funds or begin implementing the program. By accepting the award and the COPS Office funding, your agency acknowledges that it will comply with these conditions and, if applicable, additional special conditions specific to your agency.

It is anticipated that awards will be announced on or after September 30, 2024. Any public announcements will be posted on the [COPS Office website](#).

All award decisions are final and not subject to appeal.

To officially accept and begin your award, your organization must access your award package at <https://justgrants.usdoj.gov/>. Once you access your account, you will review and electronically sign the award document (including award terms and conditions) and, if applicable, the special award conditions or high-risk conditions within 45 days of the date shown on the award congratulatory letter, unless an extension is requested and granted. The two assigned Authorized Representatives (Law Enforcement Executive/Program Official and Government Executive/Financial Official) as described in the How to Apply section are required to sign the award package. If the Authorized Representative(s) changes between the time of application submission and award receipt, the Entity Administrator will need to update the Authorized Representative(s) in JustGrants. Your organization will not be able to draw down award funds until the COPS Office receives your signed award document. For more information on accepting your award, please visit the [JustGrants Training page](#) for step-by-step instructions.

For technical support with JustGrants, please call JustGrants Support at JustGrants.Support@usdoj.gov, or 833-872-5175. For programmatic assistance, please contact the COPS Office Response Center at AskCopsRC@usdoj.gov.

The Award Package

The award package is the document indicating your official award funding amount, the award number, the award terms and conditions, and award start and end dates.

The award start date indicated in the award package means that your organization may be reimbursed for any allowable costs incurred on or after this date. The duration of awards is 5 years (60 months).

Your FY24 award number is in the following format: 15JCOPS-24-GG-XXXXX-UHPX The COPS Office tracks award information based upon this number; therefore, it is important to have your organization's award number (or your organization's UEI number) readily available when corresponding with the COPS Office.

The award terms and conditions are listed in the award package. In limited circumstances, your award package may include additional special conditions or high-risk conditions that prevent your organization from drawing down or accessing award funds until the special conditions or high-risk conditions are satisfied as determined by the COPS Office.

By accepting the award, you are acknowledging that you are obtaining federal funds from the COPS Office. As part of that agreement, if awarded funds, your organization will acknowledge that it will comply with all applicable award terms and conditions including any special or high-risk conditions.

Administrative and National Policy Requirements

If selected for funding, in addition to implementing the funded project consistent with the approved project proposal and budget, the recipient must comply with award terms and conditions and other legal requirements including, but not limited to, OMB, DOJ, or other federal regulations that will be included in the award or incorporated into the award by reference or are otherwise applicable to the award.

The COPS Office strongly encourages applicants to review applicable requirements and terms and conditions prior to submitting an application. Terms and conditions for COPS Office awards are available on the COPS Office website in the Application Resource Guide. Terms and conditions are subject to change before the award is issued. The [FY24 Application Resource Guide](#) also contains additional requirements which apply to this application and award, including audit requirements, suspension, and termination requirements.

Terms, Conditions, and Award Requirements

Please review carefully the [FY24 Application Resource Guide](#) for a full description of each of the listed terms, conditions, and other requirements for this COPS Office program. By submitting your application, your organization assures the COPS Office that you agree to the terms, conditions, and requirements. If awarded funds, by accepting your COPS Office award, your organization agrees to comply with all of the terms, conditions, and other requirements in your award package and any additional special or high-risk conditions that may be imposed on your award.

Administrative Actions and Legal Remedies Related to Federal Awards

Please be advised that an application may not be funded or, if awarded, a hold may be placed on this application if it is deemed that the applicant is not in compliance with federal civil rights laws, is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice award review or audit.

Misuse of COPS Office funds or failure to comply with all COPS Office award requirements may result in legal sanctions including suspension and termination of award funds, the repayment of expended funds, ineligibility to receive additional COPS Office funding, and other remedies available by law.

Under the False Claims Act, any credible evidence that a person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving COPS Office funds may be referred to the Office of Inspector General (OIG). The OIG may be contacted at oig.hotline@usdoj.gov, <https://oig.justice.gov/hotline/index.htm>, or 800-869-4499.

Remedies for Noncompliance

Under 2 C.F.R. § 200.339, if the recipient fails to comply with award terms and conditions, the Federal awarding agency may impose additional conditions or take one or more of the following actions as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- Wholly or partly suspend or terminate the Federal award.
- Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- Withhold further Federal awards for the project or program.
- Take other remedies that may be legally available.

Prior to imposing sanctions, the COPS Office will provide reasonable notice to the recipient of its intent to impose sanctions and will attempt to resolve the problem informally. Appeal procedures will follow those in the U.S. Department of Justice regulations in 28 C.F.R. Part 18.

Awards terminated due to noncompliance with the federal statutes, regulations, or award terms and conditions will be reported to the integrity and performance system accessible through SAM (currently FAPIIS).

False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and any other remedy available by law.

Please be advised that recipients may not use COPS Office funding for the same item or service also funded by another U.S. Department of Justice award.

Federal Awarding Agency Contact(s)

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the [Grants.gov Organization Applicant User Guide](#). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical support with the Justice Grants System (JustGrants) application, please contact the JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175. The JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at <https://justicegrants.usdoj.gov/training-resources>.

For programmatic assistance with the requirements of this program, please contact the COPS Office Response Center at AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

Freedom of Information Act and Privacy Act (5 U.S.C. §§ 552 and 552a)

All applications submitted to the COPS Office (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. By law, DOJ may withhold information that is responsive to a request if DOJ determines that the responsive information is protected from disclosure under the Privacy Act or falls within the scope of one or more of the nine statutory exemptions under FOIA. DOJ cannot agree not to release some or all portions of an application/award file in advance of a request pursuant to the FOIA.

In its review of records that are responsive to a FOIA request, the COPS Office will withhold information in those records that plainly falls within the scope of the Privacy Act or one of the statutory exemptions under FOIA. (Some examples include certain types of information in budgets and names and contact information for project staff other than certain key personnel.) In appropriate circumstances, the COPS Office will request the views of the applicant/recipient that submitted a responsive document.

Feedback to the COPS Office

To assist the COPS Office in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and the application review peer review process. Provide feedback via email to AskCopsRC@usdoj.gov with the following subject line: "FY24 [Insert Program Here] Program Feedback."

Important: This email is for feedback and suggestions only. Replies are not sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, you must contact the COPS Office Response Center at AskCopsRC@usdoj.gov.

COPS Office Other Information

Reporting, monitoring, and evaluation requirements

Reporting

If awarded, your organization will be required to submit quarterly Standard Form 425, Federal Financial Reports (FFR) as well as semiannual Programmatic Performance Reports. Recipients should be prepared to track and report program award funding separately from other funding sources (including other COPS Office federal awards) to ensure accurate financial and programmatic reporting on a timely basis. Recipients should ensure that they have financial internal controls in place to monitor the use of program funding and ensure that its use is consistent with the award terms and conditions. Good stewardship in this area includes written accounting practices, use of an accounting system that tracks all award drawdowns and expenditures, and the ability to track when award-funded positions are filled or approved purchases are made. Failure to submit complete reports or submit reports in a timely manner will result in the suspension and possible termination of a recipient's COPS Office award funding or other remedial actions.

Monitoring

Federal law requires that agencies receiving federal funding from the COPS Office be monitored to ensure compliance with their award conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice.

Awarded organizations will be responsible for submitting Programmatic Performance Reports on a semiannual basis and SF-425 – Federal Financial Reports on a quarterly basis. In addition, awarded organizations will be responsible for the timely submission of a final Closeout Report and any other required final reports. All COPS Office recipients will be required to participate in such award monitoring activities of the U.S. Department of Justice, including but not limited to the COPS Office, the Office of the Inspector General, or any entity designated by the COPS Office.

Please note that the COPS Office may take a number of monitoring approaches, such as site visits, enhanced office-based award reviews, alleged noncompliance reviews, and periodic surveys to gather information and to ensure compliance. The COPS Office may seek information including, but not limited to, your organization's compliance with nonsupplanting and both programmatic and financial requirements of the award, and your organization's progress in implementing the award and toward achieving your community policing strategy. The COPS Office is particularly interested in confirming that the purchase of items and/or services is consistent with the applicant's approved award budget.

If awarded funds, you agree to cooperate with and respond to any requests for information pertaining to your award in preparation for any of the above-referenced award monitoring activities.

Please feel free to contact your COPS Office Program Manager to discuss any questions or concerns you may have regarding the monitoring, reporting, and evaluation requirements.

Program Evaluation

Though a formal assessment is not a requirement, awarded organizations are strongly encouraged to conduct an independent assessment of their respective award-funded projects. Project evaluations have proven to be valuable tools in helping organizations identify areas in need of improvement, providing data of successful processes, and reducing vulnerabilities.

Selected award recipients shall be evaluated on the local level or as part of a national evaluation, pursuant to guidelines established by the Attorney General. Such evaluations may include assessments of individual program implementations. In select jurisdictions that are able to support outcome evaluations, the effectiveness of funded programs, projects, and activities may be required. Outcome measures may include crime and victimization indicators, quality of life measures, community perceptions, and police perceptions of their own work.

Financial Management and System of Internal Controls

Award recipients and subrecipients must, as set out in the Uniform Guidance at 2 C.F.R. § 200.303, do the following:

- Establish and maintain effective internal control over the federal award that provides reasonable assurance that [the recipient (and any subrecipient)] is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- Evaluate and monitor [the recipient’s (and any subrecipient’s)] compliance with statutes, regulations, and the terms and conditions of federal awards.
- Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency designates as sensitive or [the recipient (and any subrecipient)] considers sensitive, consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

Audit Requirement

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200, Subpart F – Audit Requirements, available at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F>, establish the requirements for organizational audits that apply to COPS Office award recipients. Recipients must arrange for the required organization-wide (not award-by-award) audit in accordance with the requirements of Subpart F.

Civil Rights

All recipients are required to comply with nondiscrimination requirements contained in various federal laws. A memorandum addressing federal civil rights statutes and regulations from the Office for Civil Rights, Office of Justice Programs will be included in the award package for award recipients. All applicants should consult the Assurances form to understand the applicable legal and administrative requirements.

Funding to Faith-Based Organizations

Faith-based or religious organizations are eligible, on the same basis as any other organization, to participate in any DOJ program for which they are otherwise eligible. A faith-based or religious organization that participates in DOJ-funded programs or services will retain its independence from government, and may continue to carry out its mission, including the practice and expression of its religious beliefs, as long as it does not use direct financial assistance from DOJ to support any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization. Further guidance on federal financial assistance for faith-based organizations can be found at [Civil Rights | Partnerships with Faith-Based and Other Neighborhood Organizations | Office of Justice Programs \(ojp.gov\)](#) and [Equal Treatment of Faith-Based Organizations in DOJ-Supported Social Service Programs](#).

Section 508 of the Rehabilitation Act

If you are an applicant using assistive technology and you encounter difficulty when applying, please contact the COPS Office Response Center at 800-421-6770 or AskCopsRC@usdoj.gov.

The department is committed to ensuring equal access to all applicants and will assist any applicant who may experience difficulties with assistive technology when applying for awards using the JustGrants System.

Public Reporting Burden: Paperwork Reduction Act Notice

The public reporting burden for this collection of information is estimated to be up to 11.3 hours per response, depending upon the COPS Office program being applied for, which includes time for reviewing instructions. Send comments regarding this burden estimate or any other aspects of the collection of

this information, including suggestions for reducing this burden, to the Office of Community Oriented Policing Services, U.S. Department of Justice, 145 N Street NE, Washington, DC 20530; and to the Public Use Reports Project, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503. For any questions or comments, please contact David Neely, COPS Office Paperwork Reduction Act Program Manager, at 202-514-8553.

You are not required to respond to this collection of information unless it displays a valid OMB control number. The OMB control number for this application is 1103-0098, and the expiration date is 04/30/2024.

Performance Measures

To assist in fulfilling the U.S. Department of Justice's responsibilities under the Government Performance and Results Act Modernization Act (GPRA Modernization Act) of 2010, P.L. 111-352), recipients who receive funding from the Federal Government must measure the results of work that funding supports. This act specifically requires the COPS Office and other federal agencies to set program goals, measure performance against those goals, and publicly report progress in the form of funding spent, resources used, activities performed, services delivered, and results achieved.

COPS Office awards target increasing recipient capacity to implement community policing strategies within the three primary elements of community policing: (1) problem solving; (2) partnerships; and (3) organizational transformation. The COPS Office requires all applicants for this program to describe how the personnel requested will assist the applicant in implementing community policing strategies. For more information on community policing, please go to the COPS Office website at <https://cops.usdoj.gov/resources#cptopics>.

As part of the programmatic performance report, recipients will be required to report on their progress toward implementing their community policing strategies. Based on the data collected from recipients, the COPS Office may make improvements to the program to better meet the program's objective and law enforcement agency needs.

Performance measures for this program will include the following:

- Extent to which COPS Office award funding (e.g., officers, equipment, training, technical assistance) has increased your agency's community policing capacity
- Extent to which COPS Office knowledge resources (e.g., publications, podcasts, training) have increased your agency's community policing capacity

The objective of these performance measures is to increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement's capacity to prevent, solve, and control crime through funding for personnel, technology, equipment, and training.

Recipients will rate the effectiveness of the COPS Office funding in increasing community policing capacity. Data will be collected on a periodic basis through performance reports.

Performance measures for this program are as shown in table 1.

Table 1. Performance measures

Objective	Performance Measures	Data recipient provides
Increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement’s capacity to prevent, solve, and control crime through funding for personnel, technology, equipment, and training	Extent to which COPS Office knowledge resources (e.g., publications, podcasts, training, etc.) have increased your agency’s community policing capacity? Extent to which COPS Office award funding (e.g., officers, equipment, training, technical assistance, etc.) has increased your agency’s community policing capacity? The number of partnerships established or enhanced during the grant period.	Data will be collected on a periodic basis through recipient performance reports.

Application Checklist

Please refer to the [JustGrants DOJ Application Submission Checklist](#).



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

May 21, 2024

Reference ID:
2024-333

Fiscal Year 2024 COPS School Violence Prevention Program

Sheriff

ACTION REQUIRED

ITEM SUBMITTED BY

Stephanie Rennie, Sheriff

ITEM PRESENTED BY

Lindsey Stine, Community Relations Liaison

RECOMMENDED ACTION:

Authorize the Sheriff's Office to submit an application or the FY 2024 COPS School Violence Prevention Program Grant and authorize the Sheriff to sign all documents required for the application process.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Office of Community-Oriented Policing Services (COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources. The COPS Office has appropriated more than \$20 billion to advance community policing, including grants awarded to more than 13,000 state, local, and tribal law enforcement agencies to fund the hiring and redeployment of more than 136,000 officers. COPS Office information resources, covering a wide range of community policing topics such as school and campus safety, violent crime, and officer safety and wellness, can be downloaded via the COPS Office's home page, <https://cops.usdoj.gov>.

The COPS Office School Violence Prevention Program (SVPP) provides funding directly to states, units of local government, Indian tribes, and their public agencies to improve security at schools and on school grounds in the recipient's jurisdiction through evidence-based school safety programs. The COPS Office is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and build trust between law enforcement and the community.

FISCAL IMPACT:

Funding Source	Grant Funded (DOJ O-COPS-2024-171980)	Budget Unit	TBD
Budgeted?	No	Object Code	TBD
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Up to \$500,000 may be granted per award			

Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could not approve the request for the requested grant. This alternative is not recommended, as if awarded, this funding would be utilized to bolster enhanced security measures on school grounds.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:**APPROVALS:**

Lindsey Stine	Created/Initiated - 4/24/2024
Darcy Ellis	Approved - 4/24/2024
Lindsey Stine	Approved - 4/30/2024
John Vallejo	Approved - 5/16/2024
Amy Shepherd	Approved - 5/16/2024
Nate Greenberg	Approved - 5/16/2024
Stephanie Rennie	Final Approval - 5/16/2024



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 21, 2024

Reference ID:
2024-357

Owens Valley Groundwater Authority Executive Manager Services Contract Water Department ACTION REQUIRED

ITEM SUBMITTED BY

Holly Alpert, Water Director

ITEM PRESENTED BY

Holly Alpert, Water Director

RECOMMENDED ACTION:

Approve the agreement between the Owens Valley Groundwater Authority of Independence, CA, and the County of Inyo for the provision of Executive Manager services in an amount not to exceed \$25,410 for the period beginning March 14, 2024, and remaining in effect until terminated by any party with 30 days' notice, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Owens Valley Groundwater Authority (OVGA) was formed under a joint powers agreement in 2017 to act as the Groundwater Sustainability Agency for the Owens Valley groundwater basin. The OVGA is responsible for complying with mandates of the California Sustainable Groundwater Management Act. Since the formation of the OVGA, Inyo County has provided managerial, legal, and financial staff services. This contract formalizes the managerial staffing arrangement and prescribes the responsibilities of Inyo County Water Department staff and costs to the OVGA. The Executive Manager contract is hourly and includes Water Department staff time and related expenses to support OVGA activities. The contract has an annual compensation limit and detailed scope of work. The OVGA approved this contract at its March 14, 2024, meeting.

FISCAL IMPACT:

Funding Source	Owens Valley Groundwater Authority	Budget Unit	621601
Budgeted?	Yes	Object Code	5539
Recurrence	Yearly		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
For 2024-25 Fiscal Year, \$25,410 is budgeted for this contract.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the contract. This is not recommended as it could impair the ability of the OVGA to fulfill its mission.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. 2024 Executive Manager Contract

APPROVALS:

Laura Piper	Created/Initiated - 4/30/2024
Holly Alpert	Approved - 5/3/2024
Darcy Ellis	Approved - 5/3/2024
Laura Piper	Approved - 5/3/2024
Keri Oney	Approved - 5/3/2024
John Vallejo	Approved - 5/16/2024
Grace Chuchla	Approved - 5/16/2024
Amy Shepherd	Approved - 5/16/2024
Nate Greenberg	Final Approval - 5/16/2024

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER
AUTHORITY AND THE COUNTY OF INYO
FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES**

WHEREAS, the Owens Valley Groundwater Authority (hereinafter referred to as "OVGA") has the need for the Executive Manager services of the County of Inyo, a political subdivision of the State of California (hereinafter referred to as a "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 OVGA, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the OVGA to the Contractor to perform under this Agreement will be made by the OVGA Board and shall be directed to Holly Alpert on behalf of the Contractor (or such other individual as the Contractor may designate from time to time). The parties agree that Holly Alpert (or such other individual as may be designated by the Contractor) shall be the titular Executive Manager for any purposes where it is necessary to an individual person to act as the Executive Manager in order to perform the services and work set forth in Attachment A. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the OVGA's need for such services. The OVGA 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 OVGA under this Agreement. OVGA by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the OVGA should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the OVGA's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and OVGA 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.

Effective as of March 14, 2024, Contractor shall provide services to the OVGA through the Inyo County Water Department when and if requested by the OVGA. This Agreement shall remain in full force and effect until terminated by any party, with or without cause, by supplying 30 days' written notice of termination to the other party.

3. CONSIDERATION.

A. Compensation. Services and work set forth in Attachment A shall be billed on an hourly basis according to the rates established in Attachment B up to the annual limit specified in Section 3.D., which is based on the parties' good-faith estimate of the County's average monthly costs of providing such services over a typical 12-month period. On or before July 1, 2024 and every July 1st thereafter, the Contractor and the OVGA may review and discuss whether an adjustment to said compensation may be appropriate. Any agreed upon adjustments shall be memorialized in writing and incorporated into this Agreement by this reference. Invoices for services shall be sent to OVGA in care of its Auditor-Controller on a quarterly basis, or at such other intervals as may be mutually agreeable to the parties. Invoices shall contain descriptions of work performed and time spent.

B. Travel and per diem. – OVGA shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by the OVGA under this Agreement. Contractor shall request approval by the OVGA prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the OVGA Executive Manager. 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). OVGA reserves the right to deny reimbursement to Contractor 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 B, or which are incurred by the Contractor without the prior approval of the OVGA.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from OVGA, 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 OVGA to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$25,410 – Twenty five thousand four hundred ten (hereinafter referred to as "contract limit"). OVGA expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the OVGA, quarterly, an itemized statement of all hours spent by Contractor in performing services and work described in attachment A, which were done at the OVGA's request. This statement will be submitted to the OVGA not later than 30 days following the end of the quarter. The statement to be submitted will cover the period from the first (1st) day of the preceding quarter through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the OVGA will also include an itemization of any travel or per diem expenses, which have been approved in advance by the OVGA, and incurred by the Contractor 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 OVGA's accounting procedures and rules. The OVGA shall make a good-faith effort to issue payment to Contractor within 30 days but reserves the right to vary the payment schedule in order to manage finances. The Contractor shall be notified of the expected payment date in writing should the payment schedule be altered.

F. Federal and State taxes.

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

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

(4) The total amounts paid by OVGA 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 OVGA 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 OVGA

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or 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 OVGA. Contractor will provide OVGA, 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 OVGA as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, OVGA 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, ETC.

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

A. Personal Property of OVGA. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by OVGA pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of OVGA. 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 OVGA. At the termination of the

Owens Valley Groundwater Authority
(Independent Contractor)

Agreement, Contractor will convey possession and title to all such properties to OVGA.

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of OVGA. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of OVGA. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the OVGA. No agent, officer, or employee of the Contractor is to be considered an employee of OVGA. It is understood by both Contractor and OVGA 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 OVGA only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to OVGA'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 OVGA.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify OVGA 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, to the extent permitted by law, and except such loss or damages which was caused by the sole negligence or willful misconduct of the OVGA. These obligations shall not extend to the OVGA's adoption of, or the OVGA's implementation of, the GSP.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, 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 OVGA shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which OVGA 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.

Owens Valley Groundwater Authority
(Independent Contractor)

Further, OVGA has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

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

14. CANCELLATION.

This Agreement may be canceled by OVGA without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. In the event of any such cancellation, OVGA will pay to Contractor all amounts owing to Contractor for work satisfactorily performed up to the date of cancellation. 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 OVGA.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. OVGA 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 the OVGA. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of OVGA.

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the OVGA. If a disclosure is required by law, Contractor shall first give OVGA reasonable notice of the intended disclosure sufficient to allow the OVGA to take any action that may be available to prevent the disclosure. Any disclosure of confidential information that Contractor is not required by law to disclose, that

Contractor discloses without the OVGA's written consent, is solely and exclusively the legal responsibility of Contractor in all respects.

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the OVGA 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 OVGA, or who has been an adverse party in litigation with the OVGA, and concerning such, Contractor by virtue of this Agreement has gained access to the OVGA's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of OVGA 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, OVGA has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or OVGA 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:

OVGA:

<u>INYO COUNTY WATER DEPARTMENT</u>	
<u>ATTN: OVGA Executive Manager</u>	Name
<u>P.O. Box 337</u>	Street
<u>Independence, CA 93526</u>	City and State

Contractor:

<u>COUNTY OF INYO</u>	Name
<u>P. O. BOX 337</u>	Street
<u>INDEPENDENCE, CA 93526</u>	City and State

25. ENTIRE AGREEMENT.

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

26. COUNTERPARTS.

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

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

By: *Karen M. Kong*
OVGA
KAREN KONG
Type or Print Name
Dated: 4/21/24

By: *Holly Alpert*
CONTRACTOR
Holly Alpert
Type or Print Name
Dated: 4/29/24

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Apr 25, 2024 16:33 PDT)
OVGA Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd
OVGA Auditor

ATTACHMENT A

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY
AND THE COUNTY OF INYO
FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES**

SCOPE OF WORK:

Executive Manager Powers and Duties. Subject to any rules and regulations provided by the Board, the powers and duties of the Executive Manager & staff are:

- **On or before April 1 of each year, to cause to be prepared and submitted to the Board of Directors a proposed budget for the upcoming fiscal year.**
- **To prepare and present the GSA's annual report.**
- **To attend all meetings of the Board of Directors and act as secretary to the Board. To cause to be kept minutes of all meetings of the Board of Directors and to cause a copy of the minutes to be forwarded to each member of the Board of Directors, prior to the next regular meeting of the Board of Directors**
- **To monitor and regulate provided well information.**
- **To purchase or lease items, fixed assets, or services within the levels authorized by the Bylaws and Executive Manager purchasing authority.**
- **To perform such other duties as the Board of Directors may require in carrying out the policies and directives of the Board of Directors.**

ATTACHMENT B

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY
AND THE COUNTY OF INYO
FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES**

SCHEDULE OF FEES:

EXECUTIVE MANAGER & STAFF COUNTY RATE SHEET

Rates for specific staff assigned work will vary by position, pay scale step, and benefit package. The OVGA shall be billed the hourly rate for the specific staff engaged, which shall fall within the rate range listed below. The rates include base salary and benefits.

Position	Rate per Hour
Executive Manager, Inyo County Water Director	\$90.96
Senior Scientist	\$76.51
Administrative Analyst	\$75.66

ATTACHMENT C

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY
AND THE COUNTY OF INYO
FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES**

SEE ATTACHED INSURANCE PROVISIONS



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

May 21, 2024

Reference ID:
2024-347

Contract with Fountainhead Consulting Corporation Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Travis Dean, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and Fountainhead of Fontana, CA for the provision of construction management services in an amount not to exceed \$323,736.09 for the period of June 1, 2024 through December 31, 2025, and authorize the Chairperson to sign, contingent upon Board approval of the Fiscal Year 2024-2025 Budget.

BACKGROUND / SUMMARY / JUSTIFICATION:

The bridge on Walker Creek Road qualifies for federal Highway Bridge Program (HBP) funding through Caltrans for rehabilitation or replacement. The purpose of the HBP is to replace or rehabilitate bridges over waterways, highways, or other topographical barriers when the state and the Federal Highway Administration determine that a bridge is significantly important and is unsafe because of structural deficiencies, physical deterioration, or functional obsolescence. Bridges that are rated as Structurally Deficient (SD) or Functionally Obsolete (FO) and have a sufficient rating of less than 50 are eligible for replacement. Bridges that are rated as SD or FO and have a sufficient rating of less than 80 may be eligible for rehabilitation or replacement.

The Walker Creek Road bridge over the Los Angeles Aqueduct is rated as Structurally Deficient, and is eligible for replacement. This bridge has deficient bridge rails and guardrail.

The Public Works Department recently advertised for Statements of Qualifications (SOQs) from consulting firms to provide construction management services for the bridge over the Los Angeles Aqueduct at Walker Creek Roads. Fountainhead Consulting Services of Fontana was the only company that submitted SOQs for this project.

The environmental and permitting process for the Walker Creek Bridge Replacement Project has been completed, and the project will go to bid this spring.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034601
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Budgeted?	Yes	Object Code	5736
Recurrence	Ongoing Expenditure through contract completion		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
\$323,736.09 for the period of June 1, 2024 through December 31, 2025			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the contract for engineering services with Fountainhead for the Walker Creek Bridge Replacement Project. This is not recommended because the Public Works Department does not have adequate qualified staff to perform construction inspection, and would need to identify another consultant to provide engineering services. Additional delays may affect the availability of Highway Bridge Program (HBP) funding for the project if it is not constructed this year.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

ATTACHMENTS:

1. Fountain Head Contract

APPROVALS:

Travis Dean	Created/Initiated - 4/26/2024
Darcy Ellis	Approved - 4/26/2024
Travis Dean	Approved - 4/26/2024
Breanne Nelums	Approved - 5/14/2024
Grace Chuchla	Approved - 5/14/2024
John Vallejo	Approved - 5/16/2024
Amy Shepherd	Approved - 5/16/2024
Michael Errante	Approved - 5/16/2024
Nate Greenberg	Final Approval - 5/16/2024

**CONTRACT BETWEEN THE COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF CONSULTANT SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for consultant services, and is heretofore entering this contract with Fountainhead Consulting Corporation (hereinafter referred to as "Consultant"), in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as set forth below.

Any Forms or Exhibits herein referred to may be located and downloaded at:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

TERMS AND CONDITIONS

1. STATEMENT 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 Contract will be made by the Director of Public Works. Requests to the Consultant for work or services to be performed under this Contract 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 Contract. County by this Contract 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 Contract.

Services and work provided by the Consultant at the County's request under this Contract 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 Contract and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

Option 1 – Standard Contract

A. This Contract shall go into effect on June 1, 2024, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on December 31, 2025, unless extended by Contract amendment.

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

Option 2 – On-Call Contracts

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

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

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

3. WORK SCHEDULE

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A which is 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 Contract will be performed within the time frame set forth by County. This work schedule shall be included in Attachment A to the Contract, Scope of Work.

4. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant’s Cost Proposal, found in Attachment B, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County’s approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “H” shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$ 19,335.89. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal, Attachment B.

D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with provisions of Item 17 - Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work or which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Item 10 - Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

Michael Errante
County of Inyo, Public Works Department
P.O. Drawer Q
Independence, CA 93526

H. The total amount payable by County including the fixed fee shall not exceed \$ 323,736.09.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal, found in Attachment B, and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

5. STATE PREVAILING WAGE RATES

A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. 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 alternation, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

6. 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 Contract or as otherwise may be required. Further, during the term of this Contract, 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 Contract, 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 Contract.

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>.

7. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CRF, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

8. STATUS OF CONSULTANT

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Contract, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, by virtue of this Contract, 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 Contract 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 Contract.

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

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

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

10. EQUIPMENT PURCHASE

A. Prior Authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability incurring such costs.

B. For purchase of any item, service or consulting work not covered in Attachment B, the Consultant's Cost Proposal, and exceeding \$5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sale price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

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

12. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

13. SUBCONTRACTING

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) 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 Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Attachment B.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

E. Any substitutions of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

14. 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 Contract 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 Contract, 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.

15. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by County's Administrative Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs

identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPS work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at a provisional ICR until a FAR complaint ICR {e.g. 48 CRF, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rebate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management Letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4. Consultant may submit to County final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-Audited ICR; (2) all work under this contract has been completed to the satisfaction of County; and (3) Caltrans has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

17. TERMINATION

A. County reserves the right to terminate this contract upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.

B. County may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this contract with Consultant, County shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

19. ASSIGNMENT

This is a Contract for the services of Consultant. County has relied upon the skills, knowledge, experience, and training of Consultant as an inducement to enter into this Contract. Consultant shall not assign or subcontract this Contract, 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 Contract without the prior written consent of County.

20. 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 Contract 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. Default shall also apply if the contract is terminated because of circumstances beyond the control of consultant. The provisions of section 11.B "County Property," shall apply to any partially completed work if the contract is terminated or abandoned.

21. WAIVER OF DEFAULT

Waiver of any default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract 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 Contract unless this Contract is modified as provided in Section 30 (thirty) below.

22. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publically to the press or any other media regarding the contract or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by County, and receipt of County's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article. (For PS&E contracts add paragraph F, below, to paragraphs A through E, above).

F. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

23. CONFLICT OF INTEREST

A. Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

Check here if C and D **DO NOT APPLY**.

(C and D do not apply if contract is NOT for preparation of Plans, Specs and Estimates)

C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Check here if E, F and G **DO NOT APPLY**.

(E, F and G do not apply if Contract is NOT for Construction Contract Administration)

E. Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project, prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

F. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

G. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

H. If a Consultant is hired in a Management Position, complete and submit Caltrans LPMA Exhibit 10-U “Consultant in Management Position Conflict of Interest Statement,” to County.

24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

25. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and/or Caltrans Exhibit 10-Q in accordance with the instructions.

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

C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

26. STATEMENT OF COMPLIANCE

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Check here as C and D **DO NOT APPLY**.

(If NO Federal Funds will be used for this project, C and D do not apply.)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1064 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, nationality, origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

27. POST CONTRACT 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 Contract, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the

termination of this Contract, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Contract, 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 Contract has gained access to the County's confidential, privileged, protected, or proprietary information.

28. SEVERABILITY

If any portion of this Contract 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 Contract, 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 Contract are severable.

29. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitation, conditions, or any statute enacted by the Congress State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

30. AMENDMENT/CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Administrator.

31. NOTICE

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

County of Inyo:	
<u>Public Works</u>	Department
<u>P.O. Drawer Q</u>	Address
<u>Independence, CA</u>	City and State

Consultant:	
<u>Fountainhead Consulting Corporation</u>	Name
<u>7950 Cherry Avenue, Suite 103</u>	Address
<u>Fontana, CA</u>	City and State

32. ENTIRE CONTRACT

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

---o0o---

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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

By: 
Signature

Print or Type Name

Ivan Benavidez


Print or Type Name

Dated: _____

Dated: May 8, 2024

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO PERSONNEL REQUIREMENTS:


Grace Weitz (Apr 30, 2024 12:00 PDT)

County Counsel




Personnel Services

APPROVED AS TO ACCOUNTING FORM:

APPROVED AS TO INSURANCE REQUIREMENTS:


Christie Martindale (Apr 29, 2024 09:05 PDT)

County Auditor



County Risk Manager

ATTACHMENT A

**CONTRACT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation**

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: June 1, 2024

TO: December 31, 2025

SCOPE OF WORK:



PROPOSAL FOR INYO COUNTY PUBLIC WORKS

County of Inyo Standard Contract No. 146.1
Construction Oversight Services for Walker Creek
Bridge (No. 48C0039) Over the LADWP Aqueduct

SCOPE OF WORK

Fountainhead is proposing to provide Construction Management Services under the direction of the County's assigned Project Manager. Fountainhead's personnel qualifications include a licensed engineer as resident engineer / structure representative, inspectors, certified biologists, and a Caltrans certified laboratory with Caltrans accredited technicians who have all performed these exact services before. Fountainhead's team guarantees the County that we ensure the integrity of the project's approved design plans and specifications. We review plans and specs for errors and deficiencies. All proposed improvements shall meet the County's and State requirements and comply with all permits and environmental commitments. All work and facilities shall fully conform to the requirements set forth by the requirements set forth in the Bid Book, County Standard Specifications and Engineering Standards, Caltrans Standard Plans and Specifications, the Caltrans Construction manual, the Caltrans Bridge Records and Procedures Manual, Caltrans Local Assistance Procedures Manual, and Greenbook Specs.

Fountainhead enforces CAL/OSHA and California MUTCD safety requirements at all times. The Fountainhead proactive PM/CM approach starts with the end in mind, the end being a quality project delivered on time and within budget. The process begins with the development of the main project elements: master project schedule, master project budget, comprehensive scope of work, effective team procurement, Contractor evaluation and





selection procedures, project and project management systems (web-based tracking system, project and project procedures manuals, management and QA forms and reports, checklists, communications protocols, etc.), appropriate and effective contract documents and a comprehensive survey and material testing QA/QC program. These elements are not developed in a vacuum, but rather with key stakeholders to ensure there are no surprises.

Enhancement

Our approach provides a sense of order among project stakeholders and the team keeping cumulative focus on the same goals. Fountainhead clients enjoy the simplicity of a Construction Management Document Control System (Procore) for the projects managed by Fountainhead. This software technology is callable and customized to best fit the client’s project and project needs and budgets, and to integrate with the County’s way of doing business. From simple, time-tested forms and procedures to the state-of-the-art in PM/CM and web- based systems. We deliver small and large projects on time and under budget, while keeping our Client up to date on a “real-time” basis. The goal of the Fountainhead Team is to complete the project in a safe, cost-effective, and efficient manner.



Pre-Construction Services

Upon receipt of Notice to Proceed from the County, our Team develops a customized quality assurance plan, specific to meet the needs and constraints of the project. This plan ensures adherence to the uniform quality assurance procedures. In the plan, we include procedures and designated responsibilities for Project start-up, Project Organization, Defining Roles and Responsibilities, Risk Register, and establish lines of communications in a Communication Plan. During this stage, we prepare a Project-Specific Safety Plan for the Project Team.

Pre-Construction Deliverables

- RE Construction Schedule
- Electronic Filing System
- Environmental Survey Report
- Communications Matrix
- Bid Analysis Report
- Pre-Construction Photographs / Videos
- Constructability Review

Perform constructability review of all contract documents including but not limited to project plans, contract specifications, special provisions, material information, and regulatory agency / permit requirements: Javid and his team develop a comment/response matrix based on thorough review of the Pre-Bid Contract documents and identify all discrepancies, conflicting redundancies, potential risks and quantity verification. Ivan provides the review comment matrix to the Design team for response. The Fountainhead Team closely examines the plans and specifications to ensure inclusion of current and appropriate provisions for each item of work; this mitigates the need for RFI’s, change orders or potential for disputes or claims during construction. Our team reviews and assesses the effect that each permit has on the design and construction of the project. Any issues or questions regarding project compliance are identified at this early stage, minimizing the potential for delays later in the project. Javid leads his team and checks the project documents for staging and traffic control, conflicts between plan sheets, conflicts between plans, specifications and estimates, right of way requirements, status of permits, utility conflicts, material availability, final quantities, and perform a final review and updating of all project documents.



Review Resident Engineer Pending file:

Javid and his team thoroughly review the Resident Engineer Pending Files obtained from the Design Engineer. Consequently, we prepare and issue a log from this review and address items listed with the team in due course based on priority. To the level requested by the County, the Fountainhead Team uses this extensive experience to assist in the development of the most complete and efficient construction contract package possible; we conduct a thorough review of the final Bid Package. The goal of this review is to verify utilization and proper specification of efficient construction processes; elimination of conflicts with permits and agreements, and to minimize bidder inquiries. We develop a preliminary submittals log based on the specifications, include associated review durations, identify items that may have long-lead time for fabrication and may require inspection of the fabrication source. Project includes Federal funds; we establish a list of all items containing iron and steel that need to meet the “Buy-America” requirements.



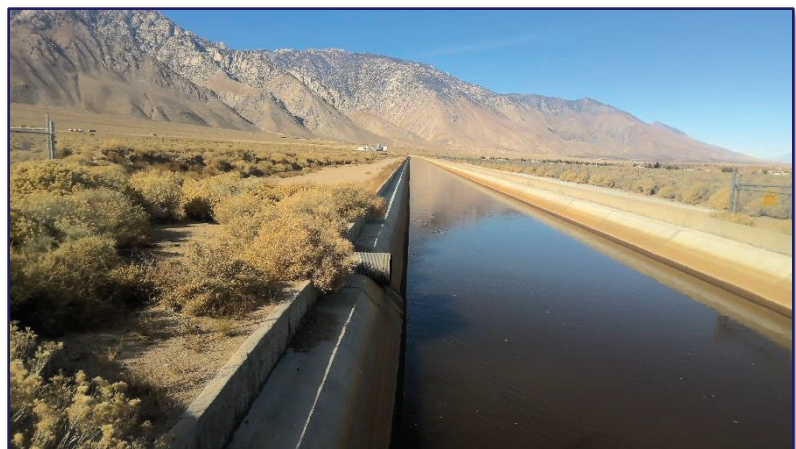
Park Avenue Bridge Over Grand Canal

Project Schedule

Javid prepares a detailed project schedule that includes all major activities anticipated for the project and compares it to the schedule provided in the RFP. The schedule also includes submittal review times, notification timelines noted on all permits, agreements, and contract documents. The intent is for the team to stay ahead of the aggressive schedule from a construction management perspective. The Project Schedule, as created by Fountainhead, is compared to the Contractor’s submitted Project Baseline Schedule at the construction phase. Our project team members confer with the Contractor and offer suggestions and improvements to the baseline schedule. We will partner with the General Contractor to develop a practical schedule to deliver the project on time. In this review, we address long-lead materials to ensure that their procurement and delivery are performed diligently to avoid potential project schedule impacts.

Project Advertisement – Assist the County in Evaluation of Bids Received:

The Fountainhead team assists the County during the bid process in conducting a pre-bid conference if required and with questions from bidders. The Team also performs complete evaluation of bids received including submitted unit prices with respect to the Engineer’s estimate, perform bid analysis, and recommend an award to the lowest responsible and responsive bidder.





Prepare Construction Award Package: assist County staff in reviewing the construction bids for Responsiveness and Responsibility by making sure the contractor’s bids are complete and the summation of all bid items are correct. Once a low bidder is determined, Fountainhead staff checks the contractor’s State license, Insurances, Bonding and prior construction work references. When all checks are cleared, we assist in preparing the Staff report to the County Council for recommendation to award the construction contract to the lowest responsible / responsive bidder.

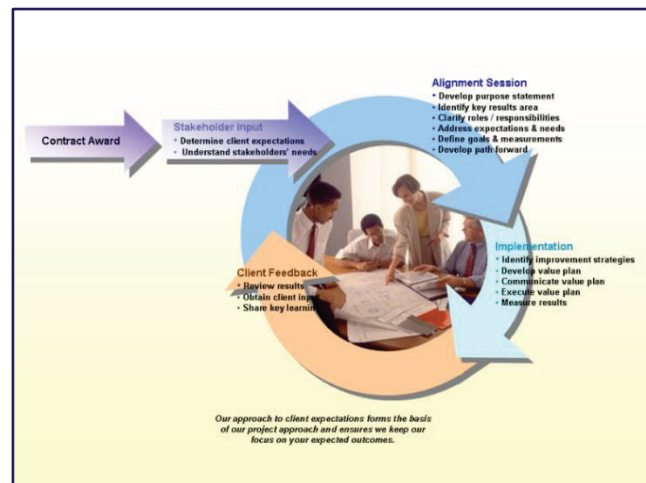
Prepare Project Instructions and Establish Proposed Contract Administration and Record-Keeping Procedures to be Used During Construction for Review and Approval by County Project Manager: Fountainhead’s general record- keeping process follows Caltrans’ for construction with approximately 63 file categories. In coordination with County, we modify the process as directed to meet internal County’s Contract Administration procedures while maintaining compliance with Caltrans Local Assistance Procedures Manual.

Prepare Agenda Identifying Attendees and Conduct a Preconstruction Conference with the Contractor Awarded the Construction Contract: In coordination with the County, Javid prepares a Preconstruction Conference Agenda. This process also includes preparing the list of attendees to be invited to the Conference. The draft attendees list is reviewed with County and modifications are made as necessary.

Establish Outline of Dispute Resolution with Contractor’s Methodologies, Policies, and Procedures: Alternative dispute resolution helps resolve disputes and potential claims to mitigate damages and maintain project schedules. The alternative dispute resolution processes are partnering, dispute resolution ladders (DRL), dispute resolution advisors (DRA), and dispute resolution boards (DRB).

Javid has experience using several of the processes on previous construction projects to address potential claims. “Potential Claims and Dispute Resolution,” as described in the Caltrans Standard Specifications helps to determine which alternative dispute resolution process is appropriate for the contract. Alternative dispute resolution processes must be set up and used in accordance with the applicable provisions.

Construction Coordination / Weekly / Monthly Owners Meeting: At Fountainhead we use meetings as a tool to coordinate between consultants and key stakeholders. Monthly, weekly, or as often as deemed necessary focus meetings are conducted to discuss and resolve issues promptly. The goal of all our meetings is to identify and discuss objectives, schedules, contract terms, related risks and risk action plans. Fountainhead distributes the meeting minutes of all such meetings within 48 hours. Our meeting minutes include the identification of the party responsible for action on any particular item. These meetings are held throughout the project life cycle.





Services During Project Construction

From Award of Construction through filing of the Notice of Completion. In this phase includes construction administration, scheduling, resident engineering, field observation / inspection, survey coordination, utility coordination, public notifications, design support coordination, and materials testing coordination just to name a few. Consultant management services shall be in accordance with the County procedures Caltrans Construction Manual when applicable. During the Construction Management Services Phase, the Fountainhead Team provides:

Construction Phase Deliverables

- Daily Reports
- Monthly Pay Quantity Calculations
- Monthly Progress Reports
- Meeting Agendas and Minutes
- Certified QA test Results
- Photographs / Videos
- Contractor Employee EEO interviews
- Living Punch List Document

Coordination of Contract Execution: Upon NTP to the Contractor, the Fountainhead Team coordinates with the County to mobilize the field staff that administers the contract. The field staff consists of the Resident Engineer, Construction Inspectors, and Office Engineer. The Fountainhead Team also includes an array of specialty inspectors that can be utilized on an on-call basis as the project requires. As part of this task, the field staff establishes the project file system, conduct ongoing collaboration efforts with the County's Design Consultant, and coordinate activities commensurate with the Contractor's operations.

Project Administration – Communication: The Fountainhead Team, as an agent of the County, communicates directly with the Contractor and the County. The Fountainhead Team reports to the County regarding the progress of the project and provides information as requested by the County for the local community and other agencies as directed by the County. This consists of a written report detailing the construction schedule, budgetary status, traffic impacts, etc.... Our staff is responsible for the day-to-day communication and Project Administration with the Contractor and represents the County at the project site. We proactively resolve project issues that impede progress, coordinating with the County's Design Consultant, responding to RFIs and reviewing and coordinating approval of submittals, and ensure that the Contractor is complying with the contract documents. If necessary, our staff can represent the County in presentations at public events on behalf of the County.



Project Construction Coordination and Correspondence: Javid serves as the day-to-day project focal point for coordination between the County, local agencies, the public, the project Designer, the Contractor, utility companies, and all other stake holders as necessary. On all project issues, Fountainhead is the point of contact for the Contractor. All correspondence relating to the project are discussed with the County. We maintain close contact and confer with the County and Design Engineer prior to sending any significant or critical correspondence to the Contractor. Any coordination with other applicable parties are conducted as necessary.

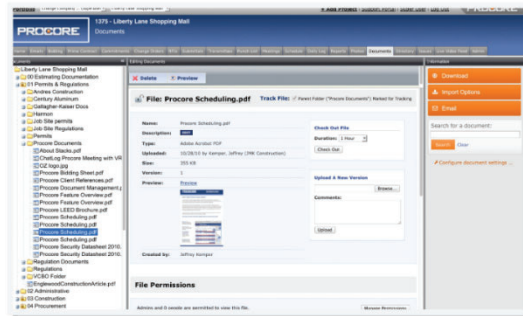
Fountainhead conducts weekly meetings with the Contractor and any additional focus meetings as



necessary to address the status of the project and resolve project issues. Our staff also evaluates and discusses with the County any Value Engineering Change Proposals (VECP) submitted by the Contractor. Fountainhead prepares and distribute agendas, minutes, and an issue list as necessary.

Enhancement – Procure

Document Control: Two components at the heart of a successful project are effective communication and comprehensive project documentation. Although some small and short duration projects may be best served through manual use of the spreadsheet-based document tracking systems that have been in use for many years by a large cross-section of the industry, larger projects, with durations exceeding several months benefit from an easy-to-use, and industry standard document control system.



Fountainhead recommends the use of electronic document control software called “Procure” to assist with managing submittals, RFI’s and correspondence.

Fountainhead’s document management system allows for networking between the Contractor, designer, construction manager and owner. This Web-based Document Control collaboration tool allows all participants’ immediate access to project documents through a web browser and is easily customized to fit every client and every project. Fountainhead uses Procure to manage (log, track, store and retrieve) project documents in a timely and organized fashion for decision making purposes during any phase of the project.

Sample Critical Submittals

- Baseline Schedule
- SWPPP / WCQP
- Traffic Control Plan
- Excavation Safety Plan (Shoring)
- Lead Compliance Plan
- Structure Concrete Quality Control Plan
- Notice of Materials to Be Used
- Concrete Mix Designs
- Reinforcing Steel Splice Prequalification Report
- Precast Concrete Quality Control Plan
- Precast / Prestressed Slab Shop Drawings
- Voided Slab Erection Plan
- HMA Mix Design
- Deck Placement Plan
- Bridge Rail Shop Drawings

Submittals Management: The Fountainhead Team reviews project submittals, such as the Contractor’s baseline schedule, Storm Water Pollution Prevention Plan (SWPPP), Temporary Platform plans, shop drawings, materials suppliers, materials sites, etc. Fountainhead also approves or recommends approval, subject to delegation of authority from the County, other documents requiring review and approval. Some submittals are reviewed by multiple entities such as SWPPP. The submittal distribution list developed during pre-construction phase identifies the parties responsible for review and acceptance. All submittals shall be logged in as they are received and are routed to the reviewing party. They are tracked, based on review times, and followed up as they progress through the review and approval process. We continuously maintain and update the submittal log established at the pre-construction phase.

Requests for Information (RFI): Fountainhead receives, logs, processes, tracks and documents Project Requests for Information (RFI) and responses. The RFI log is continuously maintained and updated. The RFI Log identifies the parties responsible for review and response. Fountainhead Staff prepares responses to RFI’s related to construction issues in a timely manner and in accordance with the requirements of the Contract. All responses prepared by Javid are copied to the County Project Manager for concurrence. Design-related RFIs and other RFIs that are not Construction related are routed to the appropriate parties and the County is copied on all such RFIs. When necessary, Javid coordinates and conducts meetings with



the appropriate parties to discuss and resolve any complicated RFIs.

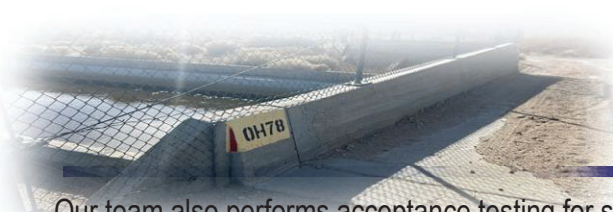
Inspections and Records: Our team reviews the contract documents and monitors the work full time to record the Contractor's progress for conformance to the contract and reasonable applications and practices. Our inspectors are qualified and familiar with the items of work in which they are involved. In addition to monitoring the work, our inspection team performs audits of the performance and effectiveness of the



Contractor on site and source acceptance quality control staff and testers. We include the results of these audits along with identified concerns and corrective actions taken in our monthly report to the County. Our Daily Inspection Reports (DIRs) include information regarding date, day of the week, weather, Contractor work force, contract work being performed, unusual occurrences, visitors, utility information, conversations with stakeholders, accidents, encountered safety issues and resolution, digital photos, SWPPP inspection and inspection and testing audits performed. We immediately make the Contractor aware of any non-conforming work found during daily inspections.

Material Testing: Material Testing and Source Inspection Verification and Acceptance testing are the basis for acceptance of most materials incorporated in the project. The Fountainhead team uses the County's Quality Assurance Manual, Caltrans Construction Manual, and Independent Assurance Manual for the Quality Assurance Program. Our subconsultants, RMA Group and ZT Consulting Group will assist Javid with preparation of a Source Inspection Quality Management Plan (SIQMP) based on Caltrans guidelines. Quality Assurance (QA) sampling and testing is performed by certified personal in accordance with applicable American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), American Welding Society (AWS) and Caltrans Test Methods at a frequency of no less than that required per the County's Quality Assurance Plan and the approved SIQMP.





Our team also performs acceptance testing for smoothness and coefficient of the bridge deck surface. A meeting is held prior to the start of construction with the Contractor to discuss the Notice of Materials to Be Used. The Fountainhead team ensures that all non-conformance reports are resolved, and no material is incorporated into the work until it has been released. Test results and certificates of compliance are reviewed by the team to ensure all material information is complete and in compliance with the contract documents. Upon completion of construction, once Javid deems all materials are acceptable, the materials certification form is signed and dated.



RMA Group field and laboratory testing services includes:

1. Field Testing and Sampling

RMA Group will perform “Field Compaction Testing” for soil, aggregate and HMA and concrete sampling per project specifications and ASTM applicable test methods. More specifically, our testing will generally follow the following criteria:

- a. Compaction testing of subgrade soils to verify the compaction of the subgrade soils and trench bedding and backfill soils meet the minimum requirements of the project specifications: subgrade soils shall be compacted to a minimum of 90 percent of the maximum dry density and the upper six inches shall be compacted to a minimum of 95 percent of the maximum dry density and trench bedding and backfill soils shall be compacted to a minimum of 90 percent of the maximum dry density and trench backfill placed under paved roadways the compaction in the upper three feet of the backfill shall be compacted to a minimum of 95 percent of the maximum dry density.
- b. Compaction testing of aggregate base to verify the compaction of the aggregate base meets the minimum requirement of the project specifications: aggregate base shall be compacted to a minimum of 95 percent of the maximum dry density.
- c. Compaction testing of HMA base to verify the compaction meets the minimum requirement of the project specifications: HMA shall be compacted to a minimum of 91-97 percent of the maximum dry density.

2. Laboratory Testing

RMA Group will perform laboratory testing in accordance with the project specifications and/or as requested by the project construction manager/resident engineer. This testing will include, but may not be limited to, the following:

- a. Concrete Testing – concrete should comply with Section 40 and Section 90 of the Standard Specifications and the Special Provisions for this project. Testing may include the following:
 - Slump and Temperature
 - Compressive Strength
- b. HMA Testing – HMA should comply with Section 39 of the Standard Specifications and the Special Provisions for this project. Testing may include the following:



- Hamburg Wheel Track and Tensile Strength Ratio Testing
- c. Aggregate Base Testing – AB should comply with Section 26 of the Standard Specifications and the Special Provisions for this project. Testing may include the following:
- Gradation Testing
 - R-Value Testing
 - Maximum Density / Optimum Moisture
 - Sand Equivalent Testing
 - Durability Testing



3. Material Testing Documentation

RMA Group will prepare and maintain the following records of sampling and testing for the project:

- a. Copies of the labs certifications and technicians certifications
- b. Acceptance Testing Sampling and Testing Log
- c. Certificates of Proficiency for samplers and testers
- d. Daily Reports for Testing and Inspection activities
- e. Laboratory Test Results

Source Inspection: ZT Consulting Group, Inc. will provide Source Inspection services for our team. ZT’s services will including:

Precast Prestressed Girders Fabrication

A. Timely Submittal Review

First and foremost, the QA Team with their structural material representative (SMR) will verify if the fabricator selected by the Prime Contractor is authorized per project specifications (means fabricator should be on Caltrans Authorized Fabricators. Then the SMR will assist the CM Team (RE/SR) to ensure the precast girder submittals are received and reviewed in time. These submittals are:

- Precast Voided Slab Shop Drawings
- Precast Concrete Mix Designs
- Precast Quality Control Plan (PCQCP)





- Post-Tensioning Submittal (when applicable)
- False Work Submittal – for inserts or connection types to precast elements
- Reinforcement Field Splice Submittal – Splice Prequalification Report if needed

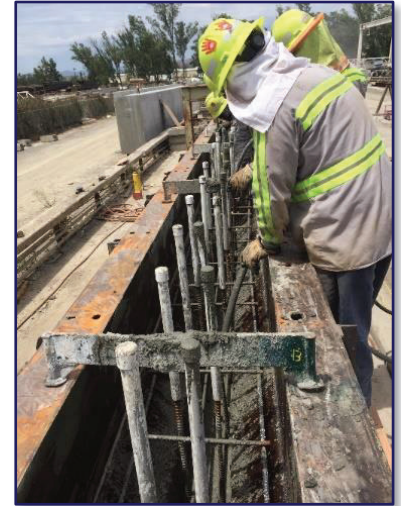
In addition to the submittals, project specification requires a PCQCP meeting between the RE/SR, Prime QCM, and Fabricator. The project SMR will lead this meeting to discuss the project specific fabrication requirements, fabricator PCQCP, and setting QA inspection hold points.

B. Voided Slab Fabrication – QA Source Inspection

Prior to start of the fabrication, the SMR with the QA inspector will visit the fabricator to set up project QA inspection folder at the facility. This is a QA log folder that will include all the fabrication submittals, RFIs, daily logs, QC records, and QA logs. The QA inspection procedures will be as following:

- Material Verification on all structural and nonstructural material including verifying COC, MTR, QC/QA test results, Buy America requirements, and visual inspection of material storage/handling and condition.
- Verifying calibration on stressing jacks and testing equipment.
- Verifying QC personnel identification and cross check with the approved PCQCP
- In-process QA inspection of fabrication. The QA inspector will set hold points at pre-pour, pour, and post-pour. These are steel/strand/duct/formwork/falsework insert placement verification, stressing/tensioning checking, concrete pour, and form stripping. The QA inspector will verify QC inspection and perform random QA inspection on the slabs at least at the set hold points.
- During the fabrication the SMR will perform random facility visit to perform a QA Verification (QAV) on the QA inspector and auditing the QC/QA process.

If an issue arises during fabrication, the SMR will visit the fabricator immediately to understand the issue, discuss it with the CM/Design, and resolve the issue.





Schedule Management, Progress Meetings, and Reports: Fountainhead staff reviews and approvals, subject to the County’s delegation of authority, the Contractor’s CPM schedule. Fountainhead utilizes both Microsoft Project, Claim Digger and Primavera (P6) to review, monitor, and analyze the Contractor’s schedule. The team reviews the Contractor’s planned schedule for conformance with the specifications and for reasonableness of the sequence and duration of the activities.

The Contractor’s 5-week look-ahead schedule, which is submitted weekly, is reviewed against the CPM schedule and progress is evaluated. The Contractor is notified in writing of any identified schedule delay or slippage that may have an impact on the overall project completion date. In addition, monthly schedule updates are reviewed for progress of work and any critical activities or logical changes by the Contractor. All updates include a narrative report and any delays and change order time impacts. Reasonable and logical time extensions are negotiated with the Contractor and reviewed with the County prior to inclusion in the CPM schedule. Fountainhead staff prepares and submits to the County monthly progress reports that include status on budget, expenditure, schedule, change orders, key issues and upcoming work activities.



Schedule Mitigation Strategies: Typically, Fountainhead team members are intimately familiar with the work plan and schedule and do not encounter situations where we have been the root cause of a project delivery delay, however if we are the cause or even if any team member is the cause of a delay, we work diligently to develop a mitigation plan to get the project back on track. As a general rule we identify activities that were originally scheduled to be performed in series and modify the finish to finish relationship with a lag so that the activities can be worked on concurrently instead, saving time without costing client any additional fees. Fountainhead strives to perform quick turnaround of submittal reviews and RFI responses.

Construction Phase Deliverables

- Survey Control Points, Staking & Cut Sheets
- Daily Reports
- Monthly Pay Quantity Calculations
- Monthly Progress Reports
- Meeting Agendas and Minutes
- Certified QA test Results
- Photographs / Videos
- Contractor Employee EEO interviews
- Contractor DBE Utilization Report
- Punch List



Payment Recommendations: At the start of the construction contract, a progress payment cutoff date is established with the Contractor. Fountainhead also reviews and approves Contractor's cost breakdown and schedule of values for all lump sum items. On or around the established monthly cutoff date, Fountainhead meets with the Contractor to review, discuss and approve quantities applicable to the progress payment for the month. Discussion is based on measurements and quantities calculated in the field, subject to the County's audit and delegation of approval. Once all quantities are negotiated, Fountainhead reviews and recommends approval of the Contractor's invoice with the County. The document is submitted to the County for processing and payment to the Contractor.

Change Orders Coordination, Preparation and Management: Fountainhead receives, processes, tracks and documents Project requests for Contract Change Orders (CCO) from the Contractor. A CCO log is established at the beginning of the Project and is continuously maintained and updated by our assigned staff. To the delegated level of approval, and under the County's direction, Fountainhead determines the need, merit, scope, estimated cost, and schedule impacts to the project as a result of potential contract change orders. Fountainhead also negotiates change orders with Contractor as directed by the County. Once merit is established, our staff prepares change orders based on the Contract Documents and in close coordination with the County.

All Contract Change Orders include a transmittal memorandum that identify the issue, provide background information, determine merit and provide financial and schedule impacts. This transmittal memorandum is generally for County review only and is not shared with the Contractor. All Contract Change Orders are reviewed with the County. Prior approval by the County is obtained on all Contract Change Orders.

Construction Safety: Fountainhead understands that there is nothing more important than safety during construction. The contractor has sole responsibility for compliance with safety requirements on the construction contract, but the Construction Management staff has the responsibility of monitoring compliance with their safety program and advising the Contractor of observed deficiencies. Fountainhead reviews the contractor's code of safe practices and field activities on a continual basis. All project team members are required to review, sign, and adhere to the project code of safe practices. Fountainhead conducts safety reviews, night safety inspections, and attend weekly safety tailgate meetings.

The Fountainhead team is knowledgeable of the OSHA Construction Safety Orders and monitors the contractor's work to assure that the public, the contractor, and the inspection staff is working in a safe environment. Measures that are used include:

- Review the project for safety considerations which includes wearing hardhats, annual shoring permit, crane certifications, and overhead loads etc...
- Identify any unsafe conditions whether Imminent, Serious, or Minor / Non-serious condition(s) and notify the contractor to correct the unsafe condition.
- Review of the contractor's Code of Safe Practices and Injury and Illness Prevention Program.
- Assure the contractor complies with all the construction safety orders as outlined in the Cal/OSHA Construction Safety Orders.



Claims: Fountainhead’s construction management team members have successfully managed projects without Contractor claims. Fountainhead ensures excellent communications and working relationships exist during the life of the project among all project stakeholders. Our team focuses on resolving issues at the lowest possible levels. All issues are properly documented in detail and coordinated with the County. Our staff acts in a timely manner, to avoid the need for the Contractor to file claims.

If claims become unavoidable, the Fountainhead team can tap into expert resources to eliminate or minimize impacts to the project’s cost or schedule. Claims that are submitted are thoroughly reviewed by our team and responses prepared and coordinated with the County. An itemized claims log is established and status of each “Notice of Potential Claim” received from the Contractor is monitored and tracked as needed.

In-House Labor Compliance

Fountainhead understands the various methodologies and approaches to best address the nuances, opportunities and challenges of working in Southern California. Fountainhead specializes in program and project management, construction management, inspection / specialty inspection, cost engineering, quality assurance, scheduling, claims avoidance, labor compliance and staff augmentation services to clients involved in major construction projects. With an emphasis on practical, experienced and cost-effective solutions, Fountainhead’s capabilities range from local agency public works improvements to major transportation infrastructures, facilities, utility infrastructure, and building projects.

Fountainhead’s Team members provided Labor Compliance services in accordance with Local, State, and Federal Ordinances, Laws, and Regulations; Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006); projects funded by Proposition 1 (The Water Quality, Supply, and Infrastructure Improvement Act of 2014); and Department of Industrial Relations (DIR) on all SB-854 effected projects. We understand how to streamline the collection, reviewing, monitoring and reporting of certified payrolls to verify compliance with the Prop 84, SB 854, Davis Bacon, HUD, CDBG, state prevailing wage and labor law provisions.

Labor Compliance / Auditing Services Include		
<ul style="list-style-type: none"> Stimulus Funds Tracking Prevailing Wage Compliance Davis-Bacon Compliance Automate Verification Process Civil Rights Compliance Certified Payroll Management 	<ul style="list-style-type: none"> Outreach/On-the-Job Training Unified Certification Process Local Impact Analysis DBE, 1391 & 1392, MBE, SBE goals with instant Federal and California reporting 	<ul style="list-style-type: none"> Source Document Review (Audit) Payment Tracking Contract Compliance Employee Field Interviews

- Fountainhead monitors construction project documentation and practices to ensure compliance with State and Federal Davis-Bacon Act prevailing wage laws; and facilitates wage corrections caused by misclassifications, underreporting of man-hours, and other labor compliance errors.
- Fountainhead’s team members conduct labor compliance audits; submit annual reports to all appropriate Federal, State and local agencies; and monitor prevailing wage compliance.



PROPOSAL FOR INYO COUNTY PUBLIC WORKS

County of Inyo Standard Contract No. 146.1
 Construction Oversight Services for Walker Creek
 Bridge (No. 48C0039) Over the LADWP Aqueduct

- Fountainhead collects, stores, reviews, investigates, analyzes, verifies, and audits Certified Payroll Records, Fringe Benefit Statements, Trustee Reports, prevailing wage claims, employer training contributions, and apprenticeship paperwork to determine compliance with applicable rules and regulations; issues requests for missing and revised documentation, and corresponds with the applicable Contractor's staff to ensure compliance; completes audits, calculates underpayments, fines and penalties; and we evaluate Contractors' information to ensure proper licensing and provision of worker's compensation insurance coverage for employees in case of injury.
- Our team of labor compliance professionals provide Labor Compliance services including compliance for Federal Highway Administration (FHWA) and Caltrans Local Assistance Procedures Manual (LAPM) projects; and implements, monitors, and enforce Davis-Bacon and Related Acts, California Labor Code, and California Code of Regulations (CCR).
- Fountainhead conducts payroll records audits checking for payroll irregularities and employee compliance. We collect labor compliance affidavits prior to project close-out for release of final payments to Contractors; conduct monthly jobsite interviews; collect and review supporting documents, including but not limited to inspector logs, job logs, timesheets, and sign-in sheets to reconcile craft work data.
- Our team monitors apprentice ratios and issues notice to rectify as necessary; and notifies the Contractor of missing or delinquent documents and corrective actions required. Our team understands how to streamline the collection, reviewing, monitoring and reporting of certified payrolls to verify compliance with all Davis-Bacon, ARRA, CDB6 state prevailing wage and the City's labor law provisions.

Fountainhead has a pool of Labor Compliance staff members with extensive experience and tracking record in the industry. In addition, our staff's experience includes the following:

Labor Compliance Team Experience

- Los Angeles County
- Imperial County
- Caltrans District 7 & 8
- Riverside County Transportation Department
- CA Department of Water & Power
- Port of Long Beach
- Orange County Transportation Authority
- Riverside Department of Water
- City of La Cañada Flintridge
- City of Rialto
- City of Whittier
- City of Indio
- City of Anaheim
- City of Fontana
- City of Fullerton
- City of Riverside
- City of Carson
- City of Moreno Valley
- City of Murrieta
- City of Camarillo
- City of Newport Beach

County of Los Angeles
 Department of Public Works - Construction Division
CONTRACTOR WORK RECORD

Project Name: West Coast Basin Relief Project Unit 12
 Injection & Observation Wells Project ID: FCC0001199

Contractor's Name: Yellow Jacket Drilling Plans Sub X

The following record lists the manpower and work hours utilized on this project for the week ending date noted on the right. Sections 7.2 to 7.7 of the Special Provisions depict "RESPONSIBILITIES OF THE CONTRACTOR" relevant to the report of records. Labor Code Section 1812 also provides information on Work Records.

W/E: 8/19/16
 8/13/16

Employee's Full Name	Work Classification Provide Group No. If apprentice, so state	Last four (4) digits of State Security No.	Hour Worked									
			S	M	T	W	T	F	S			
WALSH, CHRYLES	LABORER GROUP 6	2206										
LEWIS, KIMBERLY	LABORER GROUP 1	3207										
LEWIS, CHRYLES	LABORER GROUP 1	8573										
OLIVER, ROBERT	LABORER GROUP 6	2103										
TRAVIS, DUSTIN	LABORER GROUP 1	0685										
BROWN, ROBERT	LABORER GROUP 1	7260										

Use this section to initial by each work day when it is only possible to verify that power on those days the Inspector was on the project. (Inspector name in charge to sign here)

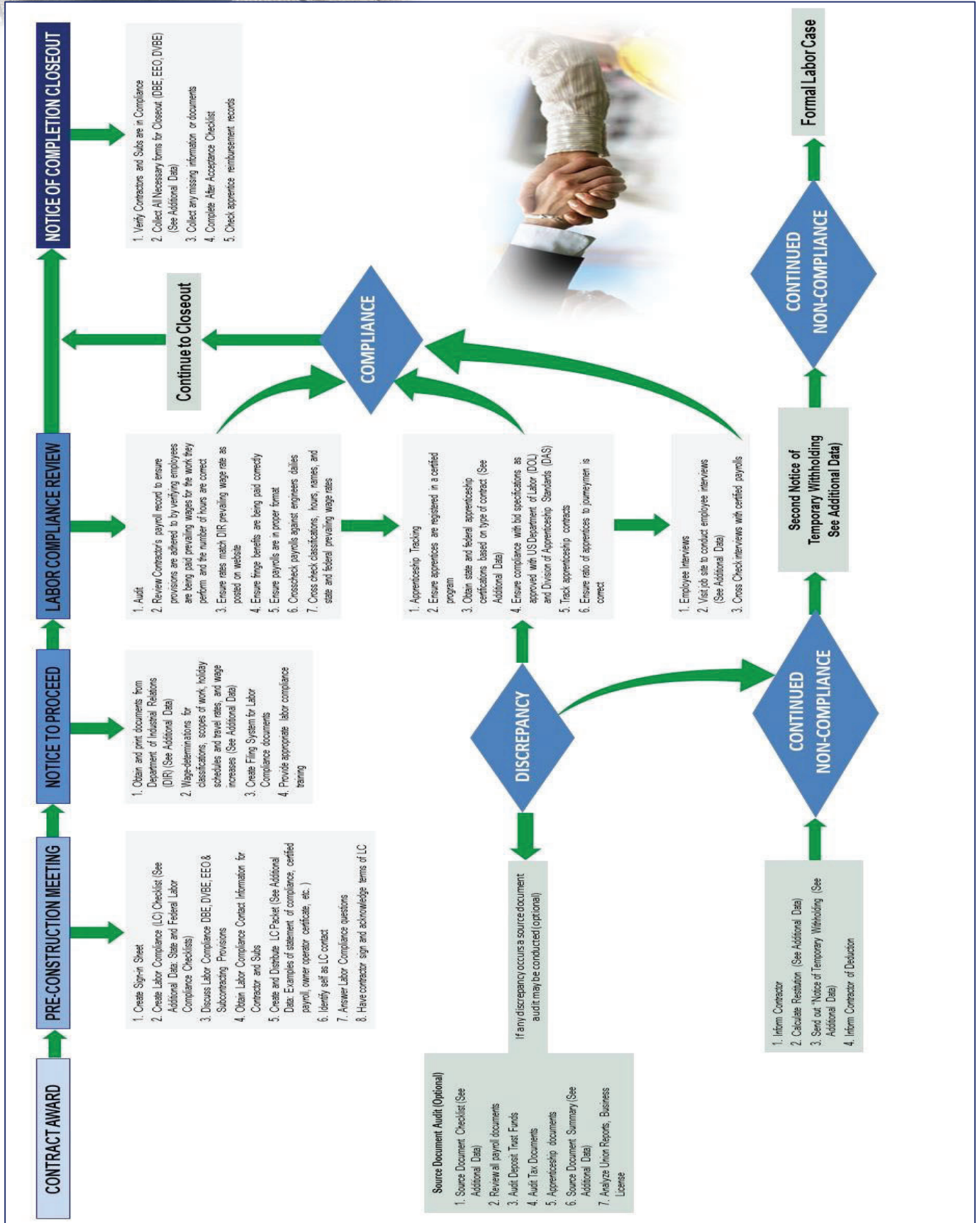
_____, verify the days paid by my initials on occupancy.

Please provide a "brief description" of work activities to ensure with classification of workers performing work.

Accepted by LADWP Construction Division Representative:
 Signature: [Signature]
 Print Name: [Name]
 Phone: (626) 461-2242

Contractor Representative:
 Signature: [Signature]
 Print Name: [Name]

NOTE: Using the Inspector's name is not acceptable. Photographs should be date/time stamped and the location noted. Interviews: A maximum of one interview per trade per contractor/inspector per month is required to be conducted during the life of the project.





Project Close-Out – Post-Construction Services

Field Inspection and Punch List: As a project nears completion Fountainhead staff walks the project and document all items of work that have yet to be completed as required in the contract documents. An itemized punch list of outstanding items is developed and handed over to the Contractor to be addressed. After the Contractor has completed all the items on the punch list, a final walk-through of the project site is conducted. If the County is satisfied that all the items on the punch list have been addressed, then the Contractor is given a letter of acceptance, and final payment is authorized. Fountainhead staff coordinates with all project stakeholders during final inspections to obtain their acceptance of the improvements as required by the County. Our certified biologist documents as-built conditions and perform habitat and revegetation monitoring, complete and submit the final compliance report to CDFW.

As-Builts: The Fountainhead Team maintains a full-size set of project plans for as-built purposes. These as-built plans are modified to reflect what was constructed and includes any authorized field modifications by the design engineer, as well as any modifications due to approved change orders. All modifications are noted in red and, upon acceptance of the contract, are submitted to the County's Design Consultant for incorporation into the final as-built plans.

Project Close-Out: Upon completion of the work and after all items on the punch list have been addressed, the Fountainhead Team issues a letter of Final Acceptance and formally relieve the Contractor of any further responsibility for the project. The Project Close-out Phase includes:

- (1) Preparing a list of items to be completed or corrected by the Contractor for final completion.
- (2) Collect and furnish as-built information to the design engineer for preparation of as-built drawings.
- (3) Review and verify completeness of As-Built Drawings.
- (4) Certification of materials incorporated into the work.
- (5) Conduct final walk-through with the Contractor, County, Local Agencies, and Design Engineers.
- (6) Preparing final construction reports including the Project Completion Report.
- (7) Resolving any outstanding claims and providing supporting information,
- (8) Recommending approval of the final payment to the Contractor to the County,
- (9) Ensuring that all liens on the project by the Contractor or Subcontractors have been released
- (10) Archiving all project records, including final materials certification, and delivering to County all Project Files.

Post-Construction Deliverables

- As-built Plans
- Final Project Completion Reports
- RE's Material Certification
- Final Environmental Report
- Complete Set of Files





- (11) Prepare project close out documents for Caltrans approval.
- (12) Assist the County staff during any preliminary / final audits performed by state or federal agencies.
- (13) Perform the 1-year warranty inspection one month before it is due and create a comprehensive punch list and follow up with the contractor and Caltrans to ensure the punch list items are adequately addressed to the satisfaction of Caltrans and the County.

The Fountainhead Team prepares project close-out reports per County Standards and Caltrans Local Assistance Manual to meet all funding requirements. For Fountainhead Team, project close-out is an important aspect of the contract and is implemented in a meticulous fashion. At this point our Account Manager ensures that the project is 100% completed from both a construction and construction management perspective. In closing project files, the Fountainhead Team makes sure that all original documents are in the project files and encase all files in clearly marked storage boxes per County Policy.



Schuyler Heim Bridge Over Ocean Blvd.



Local Presence

Fountainhead understands that the project is located in a remote location therefore, our field staff will be located on-site. In doing so, Fountainhead will utilize our virtual construction management software known as “PROCORE” to facilitate communication and document RFI’s, submittals, emails, etc. The software is user friendly and training is provided to the County if needed.





Resource Allocation Matrix

Legend: PM – Project Manager CM – Construction Manager CI – Construction Inspector LC – Office Engineer IC – Inyo County	Responsibility	Pre-Construction	Construction						Post Construction
		2024							
		January	February	March	April	May	June	July	August
PRE-CONSTRUCTION PHASE									
Schedule Review	CM	24							
Budget Review	PM	16							
Constructability Review	CM	24							
Bid Document Review & Preparation	CM	20							
Pre-Construction Meetings	CM	8							
Contract Award	IC	8							
CONSTRUCTION PHASE									
Construction Contract Admin.	CM		32	32	32	32	32	32	
Coordination Meetings	CM		8	8	8	8	8	8	
Progress Payments	CM		8	8	8	8	8	8	
Funding Compliance Reports	CM		8	8	8	8	8	8	
Project Records and Files	LC		64	64	64	64	64	64	
Schedule Review and Maintenance	CM		8	8	8	8	8	8	
Monthly Summary Report	CM		4	4	4	4	4	4	
Labor Compliance / DBE Monitor	LC		8	8	8	8	8	8	
As-Built Drawings	CI		4	4	4	4	4	4	
Primary Point of Contact	CM		8	8	8	8	8	8	
Utility Coordination	CM		8	8	8	8	8	8	
Proactive Review of Upcoming Work	CM		4	4	4	4	4	4	
Submittals, RFIs and NCR's	CI		8	8	8	8	8	8	
Storm Water Monitoring	CI		8	8	8	8	8	8	
Inspection / Quality Assurance	CI		160	160	160	160	160	160	
Safety Awareness	CI		16	16	16	16	16	16	
As-built Plans	CI		10	10	10	10	10	10	
Materials Sampling and Testing	CC		16	16	16	16	16	16	
Contract Change Orders	CM		8	8	8	8	8	8	
Cost and Schedule Control	CM		4	4	4	4	4	4	
Change Control / Claims Mitigation	CM		4	4	4	4	4	4	
POST-CONSTRUCTION PHASE									
Punch List	CI								40
As-Built Review	CM								40
Final Walk-Through	CI								24
Plant Establishment	CI								16
Contract Close Out	CM								40

ATTACHMENT B

**CONTRACT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation**

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: June 1, 2024

TO: December 31, 2025

SCHEDULE OF FEES:

This contract shall allow the Director of Public Works to add to or modify the approved job classification list as necessary to account for personnel changes. The Director of Public Works may only approve changes to the Schedule of Fees that are not associated with an increase to the contract Not-to-Exceed amount.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 146.1 (Walker Creek Bridge) Contract No. _____ Date 04/08/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Ivan Benavidez, PE	26.00	\$ 81.00	\$ 2,106.00
RE / Structures Rep.	Javid Sharifi, PE	372.00	\$ 78.00	\$ 29,016.00
Construction Inspector	Brian French	960.00	\$ 61.00	\$ 58,560.00
Labor Comp./Doc Con	Nicole Salem	73.00	\$ 44.00	\$ 3,212.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 92,894.00
- b) Anticipated Salary Increases (see page 2 for calculation) _____
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 92,894.00

INDIRECT COSTS

- d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
- f) Overhead (Rate: 108.1%) g) Overhead [(c) x (f)] \$ 100,464.86
- h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$ 0.00
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 100,464.86

FIXED FEE

- k) **TOTAL FIXED FEE [(c) + (j) x fixed fee 10.00%]** \$ 19,335.89

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: <u>Meta Ver Environmental (Biological)</u>	<u>\$ 3,207.84</u>
Subconsultant 2: <u>RMA Group (Materials Testing)</u>	<u>\$ 59,986.57</u>
Subconsultant 3: <u>ZT Consulting Group (Source Inspection)</u>	<u>\$ 47,846.93</u>
Subconsultant 4: _____	_____
m) TOTAL SUBCONSULTANTS' COSTS	<u>\$ 111,041.34</u>

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 111,041.34

TOTAL COST [(c) + (j) + (k) + (n)] \$ 323,736.09

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Ivan Benavidez, Jr. Title *: Director

Signature :  Date of Certification (mm/dd/yyyy): 04/08/2024

Email: ibenavidez@fountainheadcorp.com Phone Number: 909.512.2815

Address: 7950 Cherry Avenue, Suite 103, Fontana, California 92336

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Fountainhead is providing construction management, resident engineering, structure representative, construction inspection, labor compliance / document control services.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Meta Ver Environmental LLC

Project No. _____ Contract No. _____ Date 04/05/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Bio Project Manager	Jasmin Byrd	24.00	\$ 82.00	\$ 1,968.00
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 1,968.00
- b) Anticipated Salary Increases (see page 2 for calculation) _____
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 1,968.00

INDIRECT COSTS

- d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
- f) Overhead (Rate: 63.00%) g) Overhead [(c) x (f)] \$ 1,239.84
- h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$ 0.00
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 1,239.84

FIXED FEE

- k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 0.00%]** \$ 0.00

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	_____	_____
Subconsultant 2:	_____	_____
Subconsultant 3:	_____	_____
Subconsultant 4:	_____	_____
m) TOTAL SUBCONSULTANTS' COSTS		<u>\$ 0.00</u>

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 0.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 3,207.84

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Jasmin Byrd Title *: President/Biologist

Signature : Jasmin Byrd Digitally signed by Jasmin Byrd
Date: 2024.04.05 15:06:58 -07'00' Date of Certification (mm/dd/yyyy): 04/05/2024

Email: jasmin.byrd@metaver-environmental.com Phone Number: 209-289-4048

Address: 579 Sahuaro Way 6585 Big Bear Lake, CA 92315 San Bernardino County, USA

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

See attached Scope of Work dated April 5, 2024.

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
	OR		
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
		Fee =	%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00

(Add pages as necessary)

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
Vehicle				\$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Jasmin Byrd Title*: President/Biologist

Signature : _____ Date of Certification (mm/dd/yyyy): 04/05/2024

Email: jasmin.byrd@metaver-environmental.com Phone Number: 2 9 -29 -048

Address: 579 Sahuaro Way 6585 Big Bear Lake, CA 92315 San Bernardino County, USA

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2

COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Meta Ver Environmental LLC

Project No. _____ Contract No. _____ Date 04/05/2024

Unit/Item of Work:

(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study) Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate (\$)	Total (\$)
Professional (Classification) *	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK _____

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 13. Generally Accepted Accounting Principles (GAAP)
- 14. Terms and conditions of the contract
- 15. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 18. [48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Jasmin Byrd Title*: President/Biologist

Signature : _____ Date of Certification (mm/dd/yyyy): 04/05/2024

Email: jasmin.byrd@metaver-environmental.com Phone Number: 209-289-4048

Address: 579 Sahuaro Way 6585 Big Bear Lake, CA 92315 San Bernardino County, USA

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

See attached Scope of Work dated April 5, 2024.

Meta Ver Environmental LLC
Jasmin Byrd, President/Senior Biologist
579 Sahuaro Way #6585, Big Bear Lake, CA 92315
(209) 289-4048
Jasmin.Byrd@metaver-environmental.com



Walker Creek Road Bridge Replacement Project

April 5, 2024

REVISED SCOPE OF WORK

Meta Ver Environmental LLC (Meta Ver) has prepared this revised Scope of Work for Inyo County Public Works (the County) for Environmental Services for the Walker Creek Road Bridge Replacement Project (Project). This revised Scope of Work (dated April 5, 2024) is intended to revise the original Scope of Work (dated November 14, 2023).

Project Understanding

Meta Ver Environmental LLC (Meta Ver) understands that the Walker Creek Road Bridge Replacement Project (Project) involves construction of a new bridge and the realignment of Walker Creek Road with the purpose of improving bridge functionality and public safety. It is understood that the Project occurs in Inyo County, within the unincorporated community of Olancho, California. It is understood that the Project occurs in desert scrub habitat that contains suitable habitat for nesting birds and the following special-status species: Mohave ground squirrel (*Xerospermophilus mohavensis*), Mojave desert tortoise (*Gopherus agassizii*), desert kit fox (*Vulpes macrotis arsipus*), American badger (*Taxidea taxus*), and pallid bat (*Antrozous pallidus*). It is understood that the Project has obtained an Incidental Take Permit (ITP) issued by the California Department of Fish and Wildlife (CDFW) which covers the following species: Mohave ground squirrel and Mojave desert tortoise.

Biological Services Support

Meta Ver will assist the County by providing oversight to certain tasks. Specifically, Meta Ver will provide review to a Biological Resource Training, a Nesting Bird Plan, an American Badger and Desert Kit Fox Mitigation and Monitoring Plan, a Pre-Construction Survey Report, and an Annual Status Report and/or Final Monitoring Report. The Biological Services Support tasks are outlined here:

Biological Services Support Tasks

- Up to two (2) rounds of review of a Biological Resource Training Document prepared by the Contractor's Biologist
- Up to two (2) rounds of review of a Nesting Bird Plan prepared by the Contractor's Biologist
- Up to two (2) rounds of review of an American Badger and Desert Kit Fox Mitigation and Monitoring Plan prepared by the Contractor's Biologist
- Up to two (2) rounds of review of a Pre-Construction Survey Report prepared by the Contractor's Biologist
- Up to two (2) rounds of review of an Annual Status Report and/or Final Mitigation Report prepared by the Contractor's Biologist

Biological Services Support Deliverables

- Reviewed Biological Resource Training Document
- Reviewed Nesting Bird Plan
- Reviewed American Badger and Desert Kit Fox Mitigation and Monitoring Plan
- Reviewed Pre-Construction Survey Report
- Reviewed Annual Status Report and/or Final Mitigation Report

On-Call Archaeologist and Paleontologist Support

Meta Ver will provide an on-call archaeologist and paleontologist, as needed during construction. Specifically, Meta Ver will contract (as a second tier subconsultant) SWCA Environmental Consultants (Mathew Carson, M.S., Senior Paleontology Team Lead, Mathew.Carson@swca.com, 626-596-7427; Nick Hearth, Senior Cultural Resources Project Manager; nick.hearth@swca.com; 626-603-4330) to provide on-call archaeology and paleontology services. If needed, support will be contracted under a separate Scope of Work.

Biological Services Support					
Tasks	Job Title/Labor Classification	Unit Rate	Unit Amount	Cost Breakdown	Cost Total
Review Biological Resource Training Document	Biology Project Manager	\$ 130.00	4	\$ 520.00	\$ 520.00
Review Nesting Bird Plan	Biology Project Manager	\$ 130.00	4	\$ 520.00	\$ 520.00
Review American Badger and Desert Kit Fox Mitigation and Monitoring Plan	Biology Project Manager	\$ 130.00	4	\$ 520.00	\$ 520.00
Review Pre-Construction Survey Report	Biology Project Manager	\$ 130.00	4	\$ 520.00	\$ 520.00
Review up to 2 Annual Reports (Annual Status Report, Final Mitigation Report)	Biology Project Manager	\$ 130.00	8	\$ 1,040.00	\$ 1,040.00
Indirect Costs (Overhead Rate)					\$ 28.80
Biological Services Cost					\$ 3,148.80

On-Call Archaeologist and Paleontologist Support					
Tasks	Job Title/Labor Classification	Unit Rate	Unit Amount	Cost Breakdown	Cost Total
If needed, support will be contracted under a separate Scope of Work.				\$ -	\$ -
On-Call Archaeologist and Paleontologist Cost					\$ -

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant RMA Group

Project No. _____ Contract No. 146.1 Date 03/01/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Engineer*	Slawek Dymerski	20.00	\$ 70.00	\$ 1,400.00
Administrative	Stacy Johnston	30.00	\$ 40.00	\$ 1,200.00
Public Works Tech**	James Burton	200.00	\$ 57.68	\$ 11,536.00
				\$ 0.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 14,136.00
- b) Anticipated Salary Increases (see page 2 for calculation) _____
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 14,136.00

INDIRECT COSTS

- d) Fringe Benefits (Rate: 49.84%) e) Total Fringe Benefits [(c) x (d)] \$ 7,045.38
- f) Overhead (Rate: 55.69%) g) Overhead [(c) x (f)] \$ 7,872.34
- h) General and Administrative (Rate: 5.00%) i) Gen & Admin [(c) x (h)] \$ 706.80
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 15,624.52

FIXED FEE

- k) **TOTAL FIXED FEE [(c) + (j) x fixed fee 10.00%]** \$ 2,976.05

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Personnel Mobilizations	5	EA	\$ 600.00	\$ 3,000.00
Laboratory Testing	1	LS	\$ 15,250.00	\$ 15,250.00
Per Diem	25	DAY	\$ 100.00	\$ 2,500.00
Pick-Up and Delivery of Test Specimens	10	TRIP	\$ 650.00	\$ 6,500.00
				\$ 0.00

- l) **TOTAL OTHER DIRECT COSTS** \$ 27,250.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	_____	_____
Subconsultant 2:	_____	_____
Subconsultant 3:	_____	_____
Subconsultant 4:	_____	_____
m) TOTAL SUBCONSULTANTS' COSTS		<u>\$ 0.00</u>

- n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 27,250.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 59,986.57

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Slawek Dymerski Title *: President

Signature :  Date of Certification (mm/dd/yyyy): _____

Email: sdymerski@rmacompanies.com Phone Number: 909-989-1751

Address: 12130 Santa Margarita Court, Rancho Cucamonga, CA 91730

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Materials testing and inspection

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 4
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant **ZT Consulting Group, Inc.** Contract No. **Walker Creek Bridge** Date **3/6/2024**

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Structural Material Rep.*	Farzad Tasbihgoo, PE	40	\$90.00	\$3,600.00
Lead Inspector	Andrew Soria, CWI, PCI III	212	\$59.50	\$12,614.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$16,214.00
b) Anticipated Salary Increases (see page 2 for sample)	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$16,214.00

FRINGE BENEFITS

d) Fringe Benefits (Rate: 0.00%)	e) Total Fringe Benefits
	[(c) x (d)] \$0.00

INDIRECT COSTS

f) Overhead (Rate: 104.66%)	g) Overhead [(c) x (f)]	\$16,969.57
h) General and Administrative (Rate: 0.00%)	i) Gen & Admin [(c) x (h)]	\$0.00
	j) Total Indirect Costs [(e) + (g) + (i)]	\$16,969.57

FEE (Profit)

q) (Rate: 10.00%)	k) TOTAL FIXED PROFIT [(c) + (j)] x (q)	\$3,318.36
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OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel (Per Caltrans Policies)	6	\$1,000.00	\$6,000.00
m) Mileage (per IRS rate)	0	\$0.66	\$0.00
n) Material Testing (see attached)	1	\$5,345.00	\$5,345.00
o) Subconsultant Costs			
			p) Total Other Direct Costs [(l) + (m) + (n) + (o)]
			\$11,345.00
			TOTAL COST [(c) + (j) + (k) + (p)]
			\$47,846.93

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant ZT Consulting Group, Inc. Contract No. Walker Creek Bridge Date 3/6/2024

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 45357

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$16,214.00	252	=	\$64.34	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$64.34	+	0%	=	\$64.34	Year 2 Avg Hourly Rate
Year 2	\$64.34	+	0%	=	\$64.34	Year 3 Avg Hourly Rate
Year 3	\$64.34	+	0%	=	\$64.34	Year 4 Avg Hourly Rate
Year 4	\$64.34	+	0%	=	\$64.34	Year 5 Avg Hourly Rate
Year 5	\$64.34	+	0%	=	\$64.34	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	0.00%	*	252.0	=	0.0	Estimated Hours Year 1
Year 2	20.00%	*	252.0	=	50.4	Estimated Hours Year 2
Year 3	60.00%	*	252.0	=	151.2	Estimated Hours Year 3
Year 4	20.00%	*	252.0	=	50.4	Estimated Hours Year 4
Year 5	0.00%	*	252.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	252.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours) \$16,214.00

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$64.34	*	0	=	\$0.00	Estimated Hours Year 1
Year 2	\$64.34	*	50	=	\$3,242.80	Estimated Hours Year 2
Year 3	\$64.34	*	151	=	\$9,728.40	Estimated Hours Year 3
Year 4	\$64.34	*	50	=	\$3,242.80	Estimated Hours Year 4
Year 5	\$64.34	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$16,214.00	
	Direct Labor Subtotal before Escalation			=	\$16,214.00	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H1 COST PROPOSAL (EXAMPLE #1) PAGE 3 OF 4
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant ZT Consulting Group, Inc. Contract No. Walker Creek Bridge Date 3/6/2024

Estimate of Other Direct Cost (ODC)

Material Testing Summary of Cost		Units	Cost per Unit	Cost
1)	Epoxy Coated Bars	6	\$ 150.00	\$900.00
2)	Elastomer Seal	1	\$ 575.00	\$575.00
3)	Splices - Mechanical or Hoops or Headed Bars	8	\$ 160.00	\$1,280.00
4)	Bearing Pads	2	\$ 575.00	\$1,150.00
5)	Structural Fasteners - Anchor Rods	0	\$ 350.00	\$0.00
6)	Structural Fasteners - High Strength Bolts	0	\$ 250.00	\$0.00
7)	Strands	8	\$ 180.00	\$1,440.00
8)	Masonry Blocks	0	\$ 150.00	\$0.00

\$5,345.00

Travel Cost - Per Caltrans Policies (Note 1)		Units	Cost per Unit	Cost
1)	Travel per Note 1 - Per Trip	6	\$ 1,000.00	\$6,000.00
2)	Mileage Per IRS	0	\$ 0.655	\$0.00

\$6,000.00

Total ODC **\$11,345.00**

Notes

1. Pre-approved travel and Per Diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced for employee relocation costs.

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 4
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant ZT Consulting Group Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Walker Creek Bridge **Contract No.** TBD **Participation Amount \$** TBD **Date #** 03/06/24

For Combined Rate	Fringe Benefit % + General & Administrative %	=	147.54%	Combined ICR%
OR				
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	147.54%	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	147.54%	Field Office ICR%
OH Rate Fee				= 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ³	% or \$ Increase ^(a)	Hourly Range - for Classifications Only
	Straight	OT(1.5x)	OT(2x)	From	To			
Farzad Tasbihgoo (*), PE, CQA, CWI, PCI III Structural Material Rep. Exempt	\$245.06	\$245.06	\$245.06	01/01/2024	12/31/2024	\$90.00		
	\$245.06	\$245.06	\$245.06	01/01/2025	12/31/2025	\$90.00	0.0%	
	\$245.06	\$245.06	\$245.06	01/01/2026	12/31/2026	\$90.00	0.0%	
Andrew Soria (**), ACI I, PCI III QA Inspector Exempt	\$162.01	\$162.01	\$162.01	01/01/2024	12/31/2024	\$59.50		
	\$162.01	\$162.01	\$162.01	01/01/2025	12/31/2025	\$59.50	0.0%	
	\$162.01	\$162.01	\$162.01	01/01/2026	12/31/2026	\$59.50	0.0%	
Dan Chang (**), CWI, ACI, PCI II, UT/MT QA Source Inspector Non-Exempt	\$170.18	\$170.18	\$170.18	01/01/2024	12/31/2024	\$62.50		
	\$170.18	\$170.18	\$170.18	01/01/2025	12/31/2025	\$62.50	0.0%	
	\$170.18	\$170.18	\$170.18	01/01/2026	12/31/2026	\$62.50	0.0%	
Reid Gerritsen (**), ACI I, PCI III QA Source Inspector Non-Exempt	\$129.34	\$129.34	\$129.34	01/01/2024	12/31/2024	\$47.50		
	\$129.34	\$129.34	\$129.34	01/01/2025	12/31/2025	\$47.50	0.0%	
	\$129.34	\$129.34	\$129.34	01/01/2026	12/31/2026	\$47.50	0.0%	
Paul Mortsof (**), ACI, PCI II QA Source Inspector Non-Exempt	\$144.32	\$144.32	\$144.32	01/01/2024	12/31/2024	\$53.00		
	\$144.32	\$144.32	\$144.32	01/01/2025	12/31/2025	\$53.00	0.0%	
	\$144.32	\$144.32	\$144.32	01/01/2026	12/31/2026	\$53.00	0.0%	

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 7 of this Exhibit

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 4

**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**

Note: Mark-ups are Not Allowed

Consultant ZT Consulting Group Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Walker Creek Bridge Contract No. TBD Participation Amount \$ TBD Date ## 03/06/24

For Combined Rate	Fringe Benefit % + General & Administrative %	=	147.54%	Combined ICR%
OR				
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	147.54%	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	147.54%	Field Office ICR%

OH Rate Fee = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ³	% or \$ Increase ^(a)	Hourly Range - for Classifications Only
	Straight	OT(1.5x)	OT(2x)	From	To			
David Ramirez, ACI I, PCI II QA Inspector Non-Exempt	\$144.32	\$144.32	\$144.32	01/01/2024	12/31/2024	\$53.00		
	\$144.32	\$144.32	\$144.32	01/01/2025	12/31/2025	\$53.00	0.0%	
	\$144.32	\$144.32	\$144.32	01/01/2026	12/31/2026	\$53.00	0.0%	
Nathan Liszewski, CWI, NDT UT/MT QA Inspector Non-Exempt	\$160.65	\$160.65	\$160.65	01/01/2024	12/31/2024	\$59.00		
	\$160.65	\$160.65	\$160.65	01/01/2025	12/31/2025	\$59.00	0.0%	
	\$160.65	\$160.65	\$160.65	01/01/2026	12/31/2026	\$59.00	0.0%	
Derick Hobbs, EIT, CQA, PCI II, ACI I Assistant Structural Material Rep. Non-Exempt	\$163.38	\$163.38	\$163.38	01/01/2024	12/31/2024	\$60.00		
	\$163.38	\$163.38	\$163.38	01/01/2025	12/31/2025	\$60.00	0.0%	
	\$163.38	\$163.38	\$163.38	01/01/2026	12/31/2026	\$60.00	0.0%	
Cole Hoffberg, EIT, CQA, PCI II, ACI I Assistant Structural Material Rep. Non-Exempt	\$136.15	\$136.15	\$136.15	01/01/2024	12/31/2024	\$50.00		
	\$136.15	\$136.15	\$136.15	01/01/2025	12/31/2025	\$50.00	0.0%	
	\$136.15	\$136.15	\$136.15	01/01/2026	12/31/2026	\$50.00	0.0%	
Chasitee Rogers, ACI I, PCI II QA Inspector Non-Exempt	\$108.92	\$108.92	\$108.92	01/01/2024	12/31/2024	\$40.00		
	\$108.92	\$108.92	\$108.92	01/01/2025	12/31/2025	\$40.00	0.0%	
	\$108.92	\$108.92	\$108.92	01/01/2026	12/31/2026	\$40.00	0.0%	

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 7 of this Exhibit

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 4

**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**

Note: Mark-ups are Not Allowed

Consultant ZT Consulting Group Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Walker Creek Bridge Contract No. TBD Participation Amount \$ TBD Date ## 03/06/24

For Combined Rate	Fringe Benefit % + General & Administrative %	=	147.54%	Combined ICR%
OR				
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	147.54%	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	147.54%	Field Office ICR%

OH Rate Fee = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ³	% or \$ Increase ^(a)	Hourly Range - for Classifications Only
	Straight	OT(1.5x)	OT(2x)	From	To			
Josph Ibarra, ACI I QA Inspector Non-Exempt	\$100.75	\$100.75	\$100.75	01/01/2024	12/31/2024	\$37.00		
	\$100.75	\$100.75	\$100.75	01/01/2025	12/31/2025	\$37.00	0.0%	
	\$100.75	\$100.75	\$100.75	01/01/2026	12/31/2026	\$37.00	0.0%	
Jerry Tso, CWI, NDT UT/MT QA Inspector Non-Exempt	\$136.15	\$136.15	\$136.15	01/01/2024	12/31/2024	\$50.00		
	\$136.15	\$136.15	\$136.15	01/01/2025	12/31/2025	\$50.00	0.0%	
	\$136.15	\$136.15	\$136.15	01/01/2026	12/31/2026	\$50.00	0.0%	
William Kent, NCT UT/MT, CWI Lead QA Inspector Exempt	\$216.47	\$216.47	\$216.47	01/01/2024	12/31/2024	\$79.50		
	\$216.47	\$216.47	\$216.47	01/01/2025	12/31/2025	\$79.50	0.0%	
	\$216.47	\$216.47	\$216.47	01/01/2026	12/31/2026	\$79.50	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2024	12/31/2024	\$0.00		
	\$0.00	\$0.00	\$0.00	01/01/2025	12/31/2025	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2026	12/31/2026	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2024	12/31/2024	\$0.00		
	\$0.00	\$0.00	\$0.00	01/01/2025	12/31/2025	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2026	12/31/2026	\$0.00	0.0%	

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 7 of this Exhibit

EXHIBIT 10-H1 COST PROPOSAL (EXAMPLE #1) PAGE 3 OF 4
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant ZT Consulting Group, Inc. Contract No. Walker Creek Bridge Date 3/6/2024

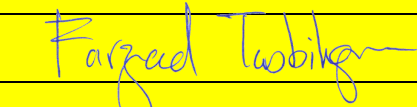
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	Farzad Tasbihgoo	Title *:	Principal Engineer
Signature :		Date of Certification:	3/6/2024
Email:	farzad@ztcgrp.com	Phone Number:	818-929-8162
Address:	1041 E Green St., Ste 204, Pasadena, CA 91106		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

- Developing Source Inspection Quality Management Plan and Implementing
- Performing Source Inspection
- Shop Inspection
- Precast Inspection at Shop for bridge Prestressed Concrete Girders
- Writing Monthly SIQMP Reports
- Sampling and testing structural material identified in SIQMP at Source (Shop/Manufacturer/Vendors)
- Our scope excludes and field inspections

ATTACHMENT C

**CONTRACT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: June 1, 2024

TO: December 31, 2025

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

**CONTRACT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: June 1, 2024

TO: December 31, 2025

SEE ATTACHED INSURANCE PROVISIONS

Attachment B: 2023 Insurance Requirements for Certain Professional Services Agreements

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.
2. **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. *(Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.)*
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. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability (Errors & Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** 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 B: 2023 Insurance Requirements for Certain Professional Services Agreements

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 \$10,000 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 B: 2023 Insurance Requirements for Certain Professional Services Agreements

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 E

**CONTRACT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: June 1, 2024

TO: December 31, 2025

FEDERAL FUNDS ADDENDUM

1. **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 Contract, 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 Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
2. **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 30, Amendment/Change in Terms, of the contract.
3. **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.
4. **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 Contract for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
5. **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 these provisions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract signed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSUREDS
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR – DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO – COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
- (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
 - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning
- Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
 - a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

XII. TWO OR MORE DEDUCTIBLES

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us
We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 1. Any covered "auto" you lease, hire, rent or borrow; and
 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

- e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:
 - (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if: is replaced by the following:

- e. Anywhere in the world if:
 - (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

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INYO COUNTY BOARD OF SUPERVISORS

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AGENDA ITEM REQUEST FORM

May 21, 2024

Reference ID:
2024-346

Code Amendment 2024-01 - Water Landscape Efficient Ordinance

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Visuano, Associate Planner

ITEM PRESENTED BY

Danielle Visuano, Associate Planner

RECOMMENDED ACTION:

A) Conduct a public hearing on a proposed Ordinance 1306, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, to Adopt the California Water-Efficient Landscaping Ordinance Pursuant to the California Water Conservation in Landscaping Act via the Addition of Chapter 17.04 to the Inyo County Code;"

B) Adopt proposed ordinance; and

C) Find the project is exempt from the California Environmental Quality Act (CEQA) by the "Common Sense Rule" found in 14 CCR Section 15061(b)(3).

BACKGROUND / SUMMARY / JUSTIFICATION:

SUMMARY DISCUSSION

Staff has drafted a proposed ordinance to amend Chapter 17.40 – Water Efficient Landscape Ordinance of the Inyo County Code. This proposed ordinance will incorporate the State’s Model Efficient Water Landscape Ordinance in its entirety by reference for State mandated implementation, however, it also includes the addition of enforcement and penalty provisions.

BACKGROUND

State Model Water Efficient Landscape Ordinance (MWELO) Purpose

MWELO is a State-mandated regulation designed by the State of California to promote water conservation and efficiency with a focus of preventing water from being wasted on irrigated landscapes. It provides a structure for planning, designing, installing, maintaining and managing landscapes for new construction and rehabilitation projects with a goal to preserve adequate supplies of water for future use. Essentially, MWELO is a water budget tool with lists of required practices. Since the State’s MWELO is a mandate, none of its provisions can be ignored or altered below the minimum or foundational requirements. Local agencies can only add to MWELO to make it stricter in application with the adoption of a local water efficient landscape ordinance.

State MWELO Legislative History

The background of MWELO begins in 1990 with the creation of the Water Conservation in Landscaping Act (Act) under Assembly Bill (AB) 325. This bill required the Department of Water Resources (DWR) to develop a MWELO. The MWELO became effective on January 1, 1993 requiring all local agencies to adopt a water efficient landscape ordinance unless the local agency could provide findings that it was unnecessary. No evidence of any findings making MWELO an unnecessary application within Inyo County have been identified.

The 1993 enactment was followed by the creation a task force in 2004 to evaluate and recommend improving the efficiency of water use in irrigated landscapes pursuant to the requirement of AB 2717. In 2006, DWR was required to update the MWELO reflecting the recommendations of the task force and public comment pursuant to AB 1881. MWELO was then updated and went into effect January 1, 2010 requiring all local agencies to adopt the State's MWELO or a locally modified ordinance at least as effective in conserving water as MWELO, or else the State's MWELO applied by default. This adoption language is also codified in Government Code section 65595(c)(1). As of January 1, 2010, no State MWELO or a local modified MWELO was approved by the Board of Supervisors for Inyo County resulting in the State's MWELO applying to Inyo County by default.

MWELO was again updated on April 1, 2015 consistent with Executive Order No. B-29-15 stating that after December 1, 2015 the ordinance shall apply to new, rehabilitated and existing landscaping as detailed in Section 490.1 of Title 23, Division 2, Chapter 2.7 of the California Code of Regulations. As of December 1, 2015 no State MWELO or a local modified MWELO was approved by the Board of Supervisors for Inyo County. Local jurisdictions were still required to follow state law in the absence of a local ordinance during this time.

In September 2016, Senate Bill (SB) 1383 was passed to address reducing organic waste and landfill operations. The California Department of Resources Recycling and Recovery (CalRecycle) adopted regulation 14 CCR section 18989.2 in 2020 to implement the requirements of SB 1383. This regulation requires the County to adopt an ordinance involving compliance with MWELO sections 492.6(a)(3)(B), (C), (D), and (G), as amended on September 15, 2015. This regulation requires compliance with a portion of the overall MWELO Landscape Design Plan requirements with a specific focus on soil preparation and mulch standards.

From the inception of the enactment of the State's MWELO through the present, Inyo County has not adopted the State's MWELO or a local modified MWELO. As a result, the State's MWELO is in effect in Inyo County by default. Although the County is operating under State's MWELO by default, pursuant to Government Code Section 65595(c)(1) local agencies are authorized to create a local water efficient landscape ordinance (WELo) that is at least as effective in conserving water as the updated State's MWELO.

State MWELO Project Review Process

The State's MWELO is triggered and applicable to any single-family or multi-family residential, public, institutional, or commercial project that requires a permit, plan review, or plan check and meets one of these area thresholds:

- 1) a new construction project with a total landscape area 500 square feet or greater; or
- 2) a rehabilitation of existing landscape with a total landscape area 2,500 square feet or greater.

Once MWELO is triggered there is one of two processes a landscape application can be reviewed. The prescriptive pathway or the performance pathway.

Prescriptive Pathway

The Prescriptive Pathway is the least restrictive/streamlined approach and is available as a compliance

option for projects under 2500 square feet. This prescriptive review includes standards such as incorporating compost, limiting plant water use, adding mulch, limiting turf area, and irrigation system requirements.

Performance Pathway

Unlike the less restrictive prescriptive review process for projects under 2500 square feet, the Performance Pathway applies to landscape projects 2500 square feet or greater. The performance pathway is much more complex. It not only includes the requirements found under the less restrictive prescriptive pathway, it also has additional requirements that include a water budget/calculator table, a soil management report, an irrigation design plan, a hydrozone plan and a grading design plan.

State MWELO Compliance

The State's MWELO requires verification of compliance with the use of signatures and a certificate of completion package from the applicant. The State's MWELO also provides additional compliance for local agencies which would apply to Inyo County.

Applicant Submission Signature Verifications

One required verifying signature of compliance is required to be provided by the applicant as part of the documentation submission package (the application) which states "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package." Another verifying signature of compliance is to be provided by either the signer of the landscape design plan, the signer of the irrigation design plan, the licensed landscape contractor, or an unlicensed individual (only for single-family residential projects) stating: "I have complied with the criteria of the ordinance and applied them for the efficient use of water in the landscape design plan." Essentially, at the beginning of the process with landscape plan review there is certification that MWELO will be complied with by signature of the applicant and the landscape plan designer (or other authorized individual). This certification is reviewed during the plan review process.

Applicant Submission of Certificate of Completion Package

The second type of verification of compliance is based on the certificate of completion package once the project has been installed, and inspected if inspection is necessary. There must be certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved Landscape Documentation Package. Under the complex performance pathway, certificate of completion packages are to be provided to the Planning Department at the completion of the landscaping inspection. Under the less restrictive prescriptive pathway, certificate of completion packages are to be provided directly to the owner of the project without any review or approval by the Planning Department, or any other County department.

Inyo County Compliance Requirements

Under the State's MWELO requirements, Inyo County is required to implement and enforce MWELO, and provide annual reporting. Staff has recently been implementing and attempting to enforce the requirements of MWELO with the delay in implementation being having adequate staff to address these measures. Although implementation and enforcement has only recently been pursued, staff has been providing the required annual reporting since 2015.

With the current implementation of MWELO, staff have identified problematic issues in implementing MWELO that are likely to lead to the County's noncompliance with MWELO. These issues are related to the lack of adequate enforcement measures, a matter which is discussed in the below Analysis section.

ANALYSIS Concerns

Under the current State MWELo process, the Planning Department only reviews and approves certificate of completion packages for the MWELo performance pathway, the complex application process, and that is only if the applicant follows the requirements to submit the certificate of completion package for review and approval. Prior to landscape installation/construction, once landscape plans are approved there is no guarantee an applicant will follow the approved plans or even provide a certificate of completion package to the Planning Department.

There is no Planning Department certificate of completion package review required for the prescriptive less restrictive pathway. The applicant only needs to provide the owner with the completion package. Under this process, there is no guarantee an applicant will follow the approved landscape plans, and there is no guarantee the applicant will provide a certificate of completion package to an owner as required under the State's MWELo law.

Basically, the State's MWELo does not require enough specific action or timing for submission of certificate of completion packages under either of the landscape review pathways. As a result, this leaves both the required Performance and Prescriptive Pathways with little to no oversight and no enforcement of actual compliance as required under MWELo. Even if an applicant submits a certificate of completion package post construction/installation, it could very well end up being after the certificate of occupancy has been issued. Once a certificate of occupancy is issued, the Planning Department is left without any ability, influence or power to require/enforce landscape inspection or the correction of landscaping that is not compliant with the State's MWELo. The results are in contradiction to the following State's MWELo requirements:

- The local agency is responsible for the enforcement of MWELo which is not limited to approval of a permit as required under Section 491(oo), stating that the "local agency ... is responsible for adopting and implementing the ordinance ... [and] responsible for the enforcement of this ordinance..."
- "Local agencies shall report on implementation and enforcement ... [and] describe enforcement measures." (Section 495(a)(10))
- MWELo shall apply to all of the landscapes listed in Section 490.1(a) discussing new construction, rehabilitated landscape projects, existing landscapes and cemeteries.

In the research and training by staff, it has been determined that requiring submission of a landscape certificate of completion package for review and approval prior to the issuance of a Certificate of Occupancy reinforces that landscape projects comply with the requirements of MWELo. This would be required under both the Performance and Prescriptive Pathways. The requirement of review and approval of a certificate of completion package, including an inspection if required, prior to the issuance of a certificate of occupancy is not included in the State's MWELo. To compound the problems with enforcement, there are no specific penalties allowed under the State's MWELo.

Proposed Solution

The State has provided options for local agencies to build in enforcement and penalties. Pursuant to Government Code Section 65595(c), a local agency shall adopt the State's MWELo or local WELo that is at least as effective in conserving water as the State's MWELo, and a pursuant to section 492.2 of MWELo a local agency may establish and administer penalties to the project applicant for non-compliance with the ordinance to the extent permitted by law.

Staff is proposing the adoption of the proposed WELo code amendment for incorporating the State's MWELo by reference and adding enforcement measures and penalties. The proposed enforcement measure would require an applicant to submit a certificate of completion package to the Planning Department (under both the Prescriptive and Performance Pathways) for review and approval prior to the issuance of a Certificate of Occupancy from the Building and Safety Department. The proposed penalties would allow staff to penalize applicants primarily by not granting Certificates of Occupancy for

non-compliance with the WELO. These proposed new local additions to the State's MWELo would make the County's local WELO more effective than the State's MWELo in gaining compliance.

Planning staff recommend the landscape application review processes remain the same as the State's MWELo prescriptive and performance pathways and to be incorporated by reference into the proposed Inyo County WELO.

PLANNING COMMISSION

The Planning Commission reviewed the proposal and conducted a public hearing on February 28, 2024 and adopted a Resolution (attached) by a 4-1 vote to recommend that the Board of Supervisors approve the Ordinance. No substantive issues were brought forward during the hearing.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by the Common Sense Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility the proposed activity in question may have a significant effect on the environment, and in fact, could result in improvements to the environment by requiring better managed water use, the activity is not subject to CEQA.

GENERAL PLAN CONSISTENCY

The General Plan has a goal and policy that reflect a strong desire to adopt regulations that further water conservation efforts. The following goal and policy from the General Plan align with the adoption of the proposed WELO:

1. Goal PSU-3 To ensure that there will be safe and reliable water supply sufficient to meet the future needs of the County.
2. Policy PSU-3.1 **Efficient Water Use.** The County shall promote efficient water use and reduced water demand by:
 1. Requiring water-conserving design and equipment in new construction;
 2. Encouraging water-conserving landscaping and other conservation measures;
 3. Encouraging the retrofitting of existing development with water-conserving devices;
 4. Providing public education programs;
 5. Distributing outdoor lawn watering guidelines;
 6. Promoting water audit and leak detection programs; and
 7. Enforcing water conservation programs.

The Inyo County goal and policy are consistent with the requirements under the State MWELo in that they encourage water conservation and efficient use of water through landscaping. These County objectives will be supported by the adoption of a WELO code amendment and as a result will be consistent with the County's General Plan.

ZONING ORDINANCE CONSISTENCY

None of the proposed changes are in conflict with the County's zoning code. The code amendment is being proposed to implement and bring the County code into compliance with the State's MWELo mandate. The adoption of a local WELO will not affect the intent of Title 18 to direct certain types of land uses in specific areas of the County.

FISCAL IMPACT:

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

N/A
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the requested actions, or return to staff with direction.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Public Works, Building and Safety and Environmental Health

ATTACHMENTS:

1. Planning Commission Resolution
2. California Code - Section 490 et seq - Model Water Efficient Landscape Ordinance
3. Ordinance Amending Title 17 - WELO

APPROVALS:

Danielle Visuano	Created/Initiated - 5/13/2024
Christian Milovich	Approved - 5/13/2024
John Vallejo	Approved - 5/14/2024
Amy Shepherd	Approved - 5/14/2024
Nate Greenberg	Approved - 5/15/2024
Cathreen Richards	Approved - 5/15/2024
Danielle Visuano	Final Approval - 5/15/2024

RESOLUTION NO. 2024 - 01

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS FIND THE PROPOSED PROJECT EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, MAKE CERTAIN FINDINGS WITH RESPECT TO AND APPROVE ORDINANCE AMENDING TITLE 17 OF THE INYO COUNTY CODE TO ADOPT THE CALIFORNIA WATER-EFFICIENT LANDSCAPING ORDINANCE PURSUANT TO STATE LAW

WHEREAS, in 1990 the State of California adopted the Water Conservation in Landscaping Act, codified at sections 65590 et seq. of the Government Code, which required the State Department of Water Resources (DWR) to adopt a model water efficient landscape ordinance (MWELo) to improve state water conservation efforts by reducing the waste associated with outdoor landscaping irrigation; and

WHEREAS, pursuant to the Act, the State's MWELo adopted by DWR would take effect and be enforced by any local agency that did not adopt its own model water efficient landscape ordinance (or findings that such ordinance was unnecessary) by January 1, 1993; and

WHEREAS, in 2006 the State repealed the Water Conservation in Landscaping Act and adopted a new Water Conservation in Landscaping Act, codified at Government Code sections 65591 et seq. The new Act required DWR to update the previously adopted MWELo to include new provisions for more extensive water-efficient landscaping, plant and soil selection, and irrigation considerations; and

WHEREAS, pursuant to Government Code section 65595, the State's updated MWELo would take effect and be enforced by any local jurisdiction that did not adopt its own model water efficient landscape ordinance by January 1, 2010; and

WHEREAS, in 2015 Executive Order No. B-29-15 directed DWR to again update the State's MWELo to extend its application to new, rehabilitated, and existing landscaping as detailed in Title 23, Division 2, Chapter 2.7 of the California Code of Regulations, and pursuant to Government Code section 65596.5, DWR is required to update its MWELo at least every three years; and

WHEREAS, pursuant to 14 CCR section 18989.2 filed November 3, 2020, a "jurisdiction shall adopt an ordinance or other enforceable requirement that requires compliance with Sections 492.6(a)(3)(B), (C), (D) and (G) of the Model Water Efficient Landscape Ordinance ... as amended September 15, 2015."; and

WHEREAS, pursuant to Government Code Section 65595, a local government may adopt a water efficient landscape ordinance to implement the State MWELo requirements; and

WHEREAS, the purpose of a water efficient landscaping ordinance is to promote the conservation and efficient use of water, and prevent its waste, while recognizing the values and benefits of landscapes as essential to the quality of life in California; and

WHEREAS, incorporating the State MWELo by reference into the County's water efficient landscape ordinance will ensure the County remains in compliance with state regulations

as they may be amended from time to time, and will improve clarity for County residents and businesses regarding the applicable water efficient landscaping requirements; and

WHEREAS, staff now recommends Inyo County amend Title 17 of the Inyo County Code to adopt the State MWELo and additional requirements specific to Inyo County; and

WHEREAS, the Inyo County Planning Commission held a duly noticed public hearing on February 28, 2024, to review and consider amending Title 17 of the Inyo County Code to adopt the State MWELo along with additional requirements specific to Inyo County, and at which time the Planning Commission considered all written and oral comments and input from staff and the public; and

WHEREAS, the proposed amendments to Title 17 of the Inyo County Code are internally consistent with the goals, objectives, and elements of the County's General Plan and Zoning Code.

NOW, THEREFORE, THE INYO COUNTY PLANNING COMMISSION HEREBY FINDS, RESOLVES, AND RECOMMENDS AS FOLLOWS:

SECTION ONE: The recitals above are incorporated herein as findings.

SECTION TWO: The Planning Commission finds that the proposed amendments are exempt from the California Environmental Quality Act (CEQA) because the activity is covered by the common-sense rule under California Code of Regulations, Title 14, section 15061(b)(3). Under the common-sense rule exemption, projects which have no potential for causing a significant effect on the environment are exempt. This project activity has no possibility of having a significant effect on the environment, and in fact, could result in improvements to the environment by requiring better managed water use.

SECTION THREE: The Planning Commission further finds that the proposed amendments are consistent with the state-mandated program established under MWELo Title 23, Division 2, Chapter 2.7 of the California Code of Regulations.

SECTION FOUR: The Planning Commission recommends that the Inyo County Board of Supervisors approve the proposed ordinance amending Title 17 of the Inyo County Code to adopt the California Water-Efficient Landscaping Ordinance along with additional requirements specific to Inyo County pursuant to state law.

PASSED AND ADOPTED this 28th day of February 2024, by the following vote of the Inyo County Planning Commission:

AYES: 4
NOES: 1
ABSTAIN: 0
ABSENT: 0



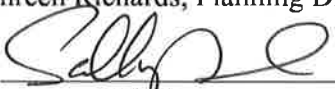
Todd Vogel, Chair
Inyo County Planning Commission

ATTEST:



Cathreen Richards, Planning Director

By



Sally Faircloth, Secretary of the Commission

[Home Table of Contents](#)

§ 490. Purpose.

23 CA ADC § 490

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 490

§ 490. Purpose.

[Currentness](#)

(a) The State Legislature has found:

- (1) that the waters of the state are of limited supply and are subject to ever increasing demands;
- (2) that the continuation of California's economic prosperity is dependent on the availability of adequate supplies of water for future uses;
- (3) that it is the policy of the State to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;
- (4) that landscapes are essential to the quality of life in California by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development;
- (5) that landscape design, installation, maintenance and management can and should be water efficient;
- (6) that Section 2 of Article X of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served and the right does not and shall not extend to waste or unreasonable method of use.

(b) Consistent with the legislative findings, the purpose of this model ordinance is to:

- (1) promote the values and benefits of landscaping practices that integrate and go beyond the conservation and efficient use of water;
- (2) establish a structure for planning, designing, installing, maintaining and managing water efficient landscapes in new construction and rehabilitated projects by encouraging the use of a watershed approach that requires cross-sector collaboration of industry, government and property owners to achieve the many benefits possible;
- (3) establish provisions for water management practices and water waste prevention for existing landscapes;
- (4) use water efficiently without waste by setting a Maximum Applied Water Allowance as an upper limit for water use and reduce water use to the lowest practical amount;
- (5) promote the benefits of consistent landscape ordinances with neighboring local and regional agencies;
- (6) encourage local agencies and water purveyors to use economic incentives that promote the efficient use of water, such as implementing a tiered-rate structure; and
- (7) encourage local agencies to designate the necessary authority that implements and enforces the provisions of the Model Water Efficient Landscape Ordinance or its local landscape ordinance.

(c) Landscapes that are planned, designed, installed, managed and maintained with the watershed based approach can improve California's environmental conditions and provide benefits and realize sustainability goals. Such landscapes will make the urban environment resilient in the face of climatic extremes. Consistent with the legislative findings and purpose of the Ordinance, conditions in the urban setting will be improved by:

- (1) Creating the conditions to support life in the soil by reducing compaction, incorporating organic matter that increases water retention, and promoting productive plant growth that leads to more carbon storage, oxygen production, shade, habitat and esthetic benefits.
- (2) Minimizing energy use by reducing irrigation water requirements, reducing reliance on petroleum based fertilizers and pesticides, and planting climate appropriate shade trees in urban areas.
- (3) Conserving water by capturing and reusing rainwater and graywater wherever possible and selecting climate appropriate plants that need minimal supplemental water after establishment.
- (4) Protecting air and water quality by reducing power equipment use and landfill disposal trips, selecting recycled and locally sourced materials, and using compost, mulch and efficient irrigation equipment to prevent erosion.
- (5) Protecting existing habitat and creating new habitat by choosing local native plants, climate adapted non-natives and avoiding invasive plants. Utilizing integrated pest management with least toxic methods as the first course of action.

Credits

NOTE: Authority cited: Section 65593, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Sections 65591, 65593 and 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New chapter 2.7 (sections 490-495) filed 7-31-92; operative 7-31-92 (Register 92, No. 32).
2. Amendment of section and NOTE filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
3. Amendment of subsections (a)(4) and (b)(1)-(2), new subsections (c)-(c)(5) and amendment of NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 490, 23 CA ADC § 490

END OF DOCUMENT

[Home Table of Contents](#)

§ 490.1. Applicability.

23 CA ADC § 490.1

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 490.1

§ 490.1. Applicability.

Currentness

(a) After December 1, 2015, and consistent with Executive Order No. B-29-15, this ordinance shall apply to all of the following landscape projects:

- (1) new construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check or design review;
- (2) rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review;
- (3) existing landscapes limited to Sections 493, 493.1 and 493.2; and
- (4) cemeteries. Recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries are limited to Sections 492.4, 492.11, and 492.12; and existing cemeteries are limited to Sections 493, 493.1, and 493.2.

(b) For local land use agencies working together to develop a regional water efficient landscape ordinance, the reporting requirements of this ordinance shall become effective December 1, 2015 and the remainder of this ordinance shall be effective no later than February 1, 2016.

(c) Any project with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this ordinance or conform to the prescriptive measures contained in Appendix D.

(d) For projects using treated or untreated graywater or rainwater captured on site, any lot or parcel within the project that has less than 2500 sq. ft. of landscape and meets the lot or parcel's landscape water requirement (Estimated Total Water Use) entirely with treated or untreated graywater or through stored rainwater captured on site is subject only to Appendix D section (5).

(e) This ordinance does not apply to:

- (1) registered local, state or federal historical sites;
- (2) ecological restoration projects that do not require a permanent irrigation system;
- (3) mined-land reclamation projects that do not require a permanent irrigation system; or
- (4) existing plant collections, as part of botanical gardens and arboretums open to the public.

Credits

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

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This database is current through 5/26/23 Register 2023, No. 21.

END OF DOCUMENT

[Home Table of Contents](#)**§ 491. Definitions.**

23 CA ADC § 491

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 491

§ 491. Definitions.Currentness

The terms used in this ordinance have the meaning set forth below:

- (a) "applied water" means the portion of water supplied by the irrigation system to the landscape.
- (b) "automatic irrigation controller" means a timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.
- (c) "backflow prevention device" means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.
- (d) "Certificate of Completion" means the document required under Section 492.9.
- (e) "certified irrigation designer" means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency's WaterSense irrigation designer certification program and Irrigation Association's Certified Irrigation Designer program.
- (f) "certified landscape irrigation auditor" means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency's WaterSense irrigation auditor certification program and Irrigation Association's Certified Landscape Irrigation Auditor program.
- (g) "check valve" or "anti-drain valve" means a valve located under a sprinkler head, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.
- (h) "common interest developments" means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 1351.
- (i) "compost" means the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.
- (j) "conversion factor (0.62)" means the number that converts acre-inches per acre per year to gallons per square foot per year.
- (k) "distribution uniformity" means the measure of the uniformity of irrigation water over a defined area.
- (l) "drip irrigation" means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.
- (m) "ecological restoration project" means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.
- (n) "effective precipitation" or "usable rainfall" (Eppt) means the portion of total precipitation which becomes available for plant growth.
- (o) "emitter" means a drip irrigation emission device that delivers water slowly from the system to the soil.

(p) "established landscape" means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.

(q) "establishment period of the plants" means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth. Native habitat mitigation areas and trees may need three to five years for establishment.

(r) "Estimated Total Water Use" (ETWU) means the total water used for the landscape as described in Section 492.4.

(s) "ET adjustment factor" (ETAF) means a factor of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.

(t) "evapotranspiration rate" means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

(u) "flow rate" means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

(v) "flow sensor" means an inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or submeter.

(w) "friable" means a soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.

(x) "Fuel Modification Plan Guideline" means guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a fire hazard severity zone.

(y) "graywater" means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. "Graywater" includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section 17922.12.

(z) "hardscapes" means any durable material (pervious and non-pervious).

(aa) "hydrozone" means a portion of the landscaped area having plants with similar water needs and rooting depth. A hydrozone may be irrigated or non-irrigated.

(bb) "infiltration rate" means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

(cc) "invasive plant species" means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

(dd) "irrigation audit" means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association's Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency "Watersense" labeled auditing program.

(ee) "irrigation efficiency" (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this ordinance are 0.75 for overhead spray devices and 0.81 for drip systems.

(ff) "irrigation survey" means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.

(gg) "irrigation water use analysis" means an analysis of water use data based on meter readings and billing data.

(hh) "landscape architect" means a person who holds a license to practice landscape architecture in the state of California Business and Professions Code, Section 5615.

(ii) "landscape area" means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance calculation. The landscape area does not include footprints of buildings or structures,

sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

(jj) "landscape contractor" means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

(kk) "Landscape Documentation Package" means the documents required under Section 492.3.

(ll) "landscape project" means total area of landscape in a project as defined in "landscape area" for the purposes of this ordinance, meeting requirements under Section 490.1.

(mm) "landscape water meter" means an inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.

(nn) "lateral line" means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

(oo) "local agency" means a city or county, including a charter city or charter county, that is responsible for adopting and implementing the ordinance. The local agency is also responsible for the enforcement of this ordinance, including but not limited to, approval of a permit and plan check or design review of a project.

(pp) "local water purveyor" means any entity, including a public agency, city, county, or private water company that provides retail water service.

(qq) "low volume irrigation" means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

(rr) "main line" means the pressurized pipeline that delivers water from the water source to the valve or outlet.

(ss) "master shut-off valve" is an automatic valve installed at the irrigation supply point which controls water flow into the irrigation system. When this valve is closed water will not be supplied to the irrigation system. A master valve will greatly reduce any water loss due to a leaky station valve.

(tt) "Maximum Applied Water Allowance" (MAWA) means the upper limit of annual applied water for the established landscaped area as specified in Section 492.4. It is based upon the area's reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area. The Estimated Total Water Use shall not exceed the Maximum Applied Water Allowance. Special Landscape Areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0. $MAWA = (ET_o) (0.62) [(ETAF \times LA) + ((1-ETAF) \times SLA)]$

(uu) "median" is an area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.

(vv) "microclimate" means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

(ww) "mined-land reclamation projects" means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

(xx) "mulch" means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

(yy) "new construction" means, for the purposes of this ordinance, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

(zz) "non-residential landscape" means landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas.

(aaa) "operating pressure" means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

(bbb) "overhead sprinkler irrigation systems" or "overhead spray irrigation systems" means systems that deliver water through the air (e.g., spray heads and rotors).

(ccc) "overspray" means the irrigation water which is delivered beyond the target area.

(ddd) "parkway" means the area between a sidewalk and the curb or traffic lane. It may be planted or unplanted, and with or without pedestrian egress.

(eee) "permit" means an authorizing document issued by local agencies for new construction or rehabilitated landscapes.

(fff) "pervious" means any surface or material that allows the passage of water through the material and into the underlying soil.

(ggg) "plant factor" or "plant water use factor" is a factor, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this ordinance, the plant factor range for very low water use plants is 0 to 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this ordinance are derived from the publication "Water Use Classification of Landscape Species". Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).

(hhh) "project applicant" means the individual or entity submitting a Landscape Documentation Package required under Section 492.3, to request a permit, plan check, or design review from the local agency. A project applicant may be the property owner or his or her designee.

(iii) "rain sensor" or "rain sensing shutoff device" means a component which automatically suspends an irrigation event when it rains.

(jjj) "record drawing" or "as-builts" means a set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.

(kkk) "recreational area" means areas, excluding private single family residential areas, designated for active play, recreation or public assembly in parks, sports fields, picnic grounds, amphitheaters or golf course tees, fairways, roughs, surrounds and greens.

(lll) "recycled water," "reclaimed water," or "treated sewage effluent water" means treated or recycled waste water of a quality suitable for nonpotable uses such as landscape irrigation and water features. This water is not intended for human consumption.

(mmm) "reference evapotranspiration" or "ETo" means a standard measurement of environmental parameters which affect the water use of plants. ETo is expressed in inches per day, month, or year as represented in Appendix A, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowances so that regional differences in climate can be accommodated.

(nnn) "Regional Water Efficient Landscape Ordinance" means a local Ordinance adopted by two or more local agencies, water suppliers and other stakeholders for implementing a consistent set of landscape provisions throughout a geographical region. Regional ordinances are strongly encouraged to provide a consistent framework for the landscape industry and applicants to adhere to.

(ooo) "rehabilitated landscape" means any relandscaping project that requires a permit, plan check, or design review, meets the requirements of Section 490.1, and the modified landscape area is equal to or greater than 2,500 square feet.

(ppp) "residential landscape" means landscapes surrounding single or multifamily homes.

(qqq) "run off" means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, run off may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

(rrr) "soil moisture sensing device" or "soil moisture sensor" means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

(sss) "soil texture" means the classification of soil based on its percentage of sand, silt, and clay.

(ttt) "Special Landscape Area" (SLA) means an area of the landscape dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.

(uuu) "sprinkler head" or "spray head" means a device which delivers water through a nozzle.

(vvv) "static water pressure" means the pipeline or municipal water supply pressure when water is not flowing.

(www) "station" means an area served by one valve or by a set of valves that operate simultaneously.

(xxx) "swing joint" means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

(yyy) "submeter" means a metering device to measure water applied to the landscape that is installed after the primary utility water meter.

(zzz) "turf" means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

(aaaa) "valve" means a device used to control the flow of water in the irrigation system.

(bbbb) "water conserving plant species" means a plant species identified as having a very low or low plant factor.

(cccc) "water feature" means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

(dddd) "watering window" means the time of day irrigation is allowed.

(eeee) "WUCOLS" means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension and the Department of Water Resources 2014.

Credits

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Sections 65592 and 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 7-31-92; operative 7-31-92 (Register 92, No. 32).
2. Amendment of section and NOTE filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
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Cal. Admin. Code tit. 23, § 491, 23 CA ADC § 491

END OF DOCUMENT

[Home Table of Contents](#)

§ 492. Provisions for New Construction or Rehabilitated Landscapes.

23 CA ADC § 492

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 492

§ 492. Provisions for New Construction or Rehabilitated Landscapes.

[Currentness](#)

(a) A local agency may designate by mutual agreement, another agency, such as a water purveyor, to implement some or all of the requirements contained in this ordinance. Local agencies may collaborate with water purveyors to define each entity's specific responsibilities relating to this ordinance.

Credits

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 7-31-92; operative 7-31-92 (Register 92, No. 32).
2. Amendment of section heading, repealer and new section and amendment of NOTE filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
3. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 492, 23 CA ADC § 492

END OF DOCUMENT

[Home Table of Contents](#)

§ 492.1. Compliance with Landscape Documentation Package.

23 CA ADC § 492.1

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 492.1

§ 492.1. Compliance with Landscape Documentation Package.

[Currentness](#)

(a) Prior to construction, the local agency shall:

- (1) provide the project applicant with the ordinance and procedures for permits, plan checks or design reviews;
- (2) review the Landscape Documentation Package submitted by the project applicant;
- (3) approve or deny the Landscape Documentation Package;
- (4) issue a permit or approve the plan check or design review for the project applicant; and
- (5) upon approval of the Landscape Documentation Package, submit a copy of the Water Efficient Landscape Worksheet to the local water purveyor.

(b) Prior to construction, the project applicant shall:

- (1) submit a Landscape Documentation Package to the local agency.

(c) Upon approval of the Landscape Documentation Package by the local agency, the project applicant shall:

- (1) receive a permit or approval of the plan check or design review and record the date of the permit in the Certificate of Completion;
- (2) submit a copy of the approved Landscape Documentation Package along with the record drawings, and any other information to the property owner or his/her designee; and
- (3) submit a copy of the Water Efficient Landscape Worksheet to the local water purveyor.

Credits

NOTE: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 492.1, 23 CA ADC § 492.1

END OF DOCUMENT

[Home](#) [Table of Contents](#)

§ 492.2. Penalties.

23 CA ADC § 492.2

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 492.2

§ 492.2. Penalties.

[Currentness](#)

(a) A local agency may establish and administer penalties to the project applicant for non-compliance with the ordinance to the extent permitted by law.

Credits

NOTE: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 492.2, 23 CA ADC § 492.2

END OF DOCUMENT

[Home](#) [Table of Contents](#)

§ 492.3. Elements of the Landscape Documentation Package.

23 CA ADC § 492.3

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 492.3

§ 492.3. Elements of the Landscape Documentation Package.

[Currentness](#)

(a) The Landscape Documentation Package shall include the following six (6) elements:

(1) project information;

(A) date

(B) project applicant

(C) project address (if available, parcel and/or lot number(s))

(D) total landscape area (square feet)

(E) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)

(F) water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well

(G) checklist of all documents in Landscape Documentation Package

(H) project contacts to include contact information for the project applicant and property owner

(I) applicant signature and date with statement, "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package".

(2) Water Efficient Landscape Worksheet;

(A) hydrozone information table

(B) water budget calculations

1. Maximum Applied Water Allowance (MAWA)

2. Estimated Total Water Use (ETWU)

(3) soil management report;

(4) landscape design plan;

(5) irrigation design plan; and

(6) grading design plan.

Credits

NOTE: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 492.3, 23 CA ADC § 492.3

END OF DOCUMENT

[Home Table of Contents](#)**§ 492.4. Water Efficient Landscape Worksheet.**

23 CA ADC § 492.4

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 492.4

§ 492.4. Water Efficient Landscape Worksheet.Currentness

(a) A project applicant shall complete the Water Efficient Landscape Worksheet in Appendix B which contains information on the plant factor, irrigation method, irrigation efficiency, and area associated with each hydrozone. Calculations are then made to show that the evapotranspiration adjustment factor (ETAF) for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of Special Landscape Areas. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The Maximum Applied Water Allowance is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for non-residential areas) and expressed as annual gallons required. The Estimated Total Water Use (ETWU) is calculated based on the plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA.

(1) In calculating the Maximum Applied Water Allowance and Estimated Total Water Use, a project applicant shall use the ETo values from the Reference Evapotranspiration Table in Appendix A. For geographic areas not covered in Appendix A, use data from other cities located nearby in the same reference evapotranspiration zone, as found in the CIMIS Reference Evapotranspiration Zones Map, Department of Water Resources, 1999.

(b) Water budget calculations shall adhere to the following requirements:

(1) The plant factor used shall be from WUCOLS or from horticultural researchers with academic institutions or professional associations as approved by the California Department of Water Resources (DWR). The plant factor ranges from 0 to 0.1 for very low water using plants, 0.1 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.

(2) All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone.

(3) All Special Landscape Areas shall be identified and their water use calculated as shown in Appendix B.

(4) ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

Credits

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

2. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 492.4, 23 CA ADC § 492.4

[Home Table of Contents](#)**§ 492.5. Soil Management Report.**

23 CA ADC § 492.5

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 492.5

§ 492.5. Soil Management Report.Currentness

(a) In order to reduce runoff and encourage healthy plant growth, a soil management report shall be completed by the project applicant, or his/her designee, as follows:

(1) Submit soil samples to a laboratory for analysis and recommendations.

(A) Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.

(B) The soil analysis shall include:

1. soil texture;
2. infiltration rate determined by laboratory test or soil texture infiltration rate table;
3. pH;
4. total soluble salts;
5. sodium;
6. percent organic matter; and
7. recommendations.

(C) In projects with multiple landscape installations (i.e. production home developments) a soil sampling rate of 1 in 7 lots or approximately 15% will satisfy this requirement. Large landscape projects shall sample at a rate equivalent to 1 in 7 lots.

(2) The project applicant, or his/her designee, shall comply with one of the following:

(A) If significant mass grading is not planned, the soil analysis report shall be submitted to the local agency as part of the Landscape Documentation Package; or

(B) If significant mass grading is planned, the soil analysis report shall be submitted to the local agency as part of the Certificate of Completion.

(3) The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.

(4) The project applicant, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations to the local agency with Certificate of Completion.

Credits

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
2. Amendment of subsection (a)(1)(B), new subsection (a)(1)(C) and amendment of NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 492.5, 23 CA ADC § 492.5

END OF DOCUMENT

[Home Table of Contents](#)**§ 492.6. Landscape Design Plan.**

23 CA ADC § 492.6

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 492.6

§ 492.6. Landscape Design Plan.Currentness

(a) For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. A landscape design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

(1) Plant Material

(A) Any plant may be selected for the landscape, providing the Estimated Total Water Use in the landscape area does not exceed the Maximum Applied Water Allowance. Methods to achieve water efficiency shall include one or more of the following:

1. protection and preservation of native species and natural vegetation;
2. selection of water-conserving plant, tree and turf species, especially local native plants;
3. selection of plants based on local climate suitability, disease and pest resistance;
4. selection of trees based on applicable local tree ordinances or tree shading guidelines, and size at maturity as appropriate for the planting area; and
5. selection of plants from local and regional landscape program plant lists.
6. selection of plants from local Fuel Modification Plan Guidelines.

(B) Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use, as specified in Section 492.7(a)(2)(D).

(C) Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. Methods to achieve water efficiency shall include one or more of the following:

1. use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;
2. recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure [e.g., buildings, sidewalks, power lines]; allow for adequate soil volume for healthy root growth; and
3. consider the solar orientation for plant placement to maximize summer shade and winter solar gain.

(D) Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means 1 foot of vertical elevation change for every 4 feet of horizontal length (rise divided by run x 100 = slope percent).

(E) High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians.

(F) A landscape design plan for projects in fire-prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required per Public Resources Code Section 4291(a) and (b). Avoid fire-prone plant materials and highly flammable mulches. Refer to the local Fuel Modification Plan guidelines.

(G) The use of invasive plant species, such as those listed by the California Invasive Plant Council, is strongly discouraged.

(H) The architectural guidelines of a common interest development, which include community apartment projects, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.

(2) Water Features

(A) Recirculating water systems shall be used for water features.

(B) Where available, recycled water shall be used as a source for decorative water features.

(C) Surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.

(D) Pool and spa covers are highly recommended.

(3) Soil Preparation, Mulch and Amendments

(A) Prior to the planting of any materials, compacted soils shall be transformed to a friable condition. On engineered slopes, only amended planting holes need meet this requirement.

(B) Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see Section 492.5).

(C) For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches into the soil. Soils with greater than 6% organic matter in the top 6 inches of soil are exempt from adding compost and tilling.

(D) A minimum three inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, up to 5 % of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

(E) Stabilizing mulching products shall be used on slopes that meet current engineering standards.

(F) The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.

(G) Organic mulch materials made from recycled or post-consumer shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinances.

(b) The landscape design plan, at a minimum, shall:

(1) delineate and label each hydrozone by number, letter, or other method;

(2) identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape shall be included in the low water use hydrozone for the water budget calculation;

(3) identify recreational areas;

(4) identify areas permanently and solely dedicated to edible plants;

(5) identify areas irrigated with recycled water;

(6) identify type of mulch and application depth;

(7) identify soil amendments, type, and quantity;

(8) identify type and surface area of water features;

(9) identify hardscapes (pervious and non-pervious);

(10) identify location, installation details, and 24-hour retention or infiltration capacity of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Project applicants shall refer to the local agency or regional Water Quality Control Board for information on any applicable stormwater technical requirements. Stormwater best management practices are encouraged in the landscape design plan and examples are provided in Section 492.16.

(11) identify any applicable rain harvesting or catchment technologies as discussed in Section 492.16 and their 24-hour retention or infiltration capacity;

(12) identify any applicable graywater discharge piping, system components and area(s) of distribution;

(13) contain the following statement: "I have complied with the criteria of the ordinance and applied them for the efficient use of water in the landscape design plan"; and

(14) bear the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agriculture Code.).

Credits

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; Section 1351, Civil Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
2. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 492.6, 23 CA ADC § 492.6

END OF DOCUMENT

[Home Table of Contents](#)

§ 492.7. Irrigation Design Plan.
23 CA ADC § 492.7
Barclays Official California Code of Regulations

Barclays California Code of Regulations
Title 23. Waters
Division 2. Department of Water Resources
Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 492.7

§ 492.7. Irrigation Design Plan.

Currentness

(a) This section applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant establishment period. For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturers' recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

(1) System

(A) Landscape water meters, defined as either a dedicated water service meter or private submeter, shall be installed for all non-residential irrigated landscapes of 1,000 sq. ft. but not more than 5,000 sq.ft. (the level at which Water Code 535 applies) and residential irrigated landscapes of 5,000 sq. ft. or greater. A landscape water meter may be either:

1. a customer service meter dedicated to landscape use provided by the local water purveyor; or
2. a privately owned meter or submeter.

(B) Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data utilizing non-volatile memory shall be required for irrigation scheduling in all irrigation systems.

(C) If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.

1. If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.
2. Static water pressure, dynamic or operating pressure, and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.

(D) Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.

(E) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.

(F) Backflow prevention devices shall be required to protect the water supply from contamination by the irrigation system. A project applicant shall refer to the applicable local agency code (i.e., public health) for additional backflow prevention requirements.

(G) Flow sensors that detect high flow conditions created by system damage or malfunction are required for all on non-residential landscapes and residential landscapes of 5000 sq. ft. or larger.

(H) Master shut-off valves are required on all projects except landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shut down features.

(I) The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.

(J) Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.

(K) The design of the irrigation system shall conform to the hydrozones of the landscape design plan.

(L) The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in Section 492.4 regarding the Maximum Applied Water Allowance.

(M) All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agricultural and Biological Engineers/International Code Council's (ASABE/ICC) 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard. All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

(N) It is highly recommended that the project applicant or local agency inquire with the local water purveyor about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.

(O) In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.

(P) Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.

(Q) Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.

(R) Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to hardscapes or in high traffic areas of turfgrass.

(S) Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur.

(T) Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

(U) Overhead irrigation shall not be permitted within 24 inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:

1. the landscape area is adjacent to permeable surfacing and no runoff occurs; or
2. the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or
3. the irrigation designer specifies an alternative design or technology, as part of the Landscape Documentation Package and clearly demonstrates strict adherence to irrigation system design criteria in Section 492.7 (a)(1)(I). Prevention of overspray and runoff must be confirmed during the irrigation audit.

(V) Slopes greater than 25% shall not be irrigated with an irrigation system with a application rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the Landscape Documentation Package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.

(2) Hydrozone

(A) Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.

(B) Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.

(C) Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree.

(D) Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:

1. plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or

2. the plant factor of the higher water using plant is used for calculations.

(E) Individual hydrozones that mix high and low water use plants shall not be permitted.

(F) On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Hydrozone Information Table (see Appendix B Section A). This table can also assist with the irrigation audit and programming the controller.

(b) The irrigation design plan, at a minimum, shall contain:

(1) location and size of separate water meters for landscape;

(2) location, type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;

(3) static water pressure at the point of connection to the public water supply;

(4) flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;

(5) recycled water irrigation systems as specified in Section 492.14;

(6) the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan"; and

(7) the signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agricultural Code.)

Credits

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

2. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 492.7, 23 CA ADC § 492.7

END OF DOCUMENT

[Home Table of Contents](#)**§ 492.8. Grading Design Plan.**

23 CA ADC § 492.8

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 492.8

§ 492.8. Grading Design Plan.[Currentness](#)

(a) For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff, and water waste. A grading plan shall be submitted as part of the Landscape Documentation Package. A comprehensive grading plan prepared by a civil engineer for other local agency permits satisfies this requirement.

(1) The project applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:

- (A) height of graded slopes;
- (B) drainage patterns;
- (C) pad elevations;
- (D) finish grade; and
- (E) stormwater retention improvements, if applicable.

(2) To prevent excessive erosion and runoff, it is highly recommended that project applicants:

- (A) grade so that all irrigation and normal rainfall remains within property lines and does not drain on to non-permeable hardscapes;
- (B) avoid disruption of natural drainage patterns and undisturbed soil; and
- (C) avoid soil compaction in landscape areas.

(3) The grading design plan shall contain the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the grading design plan" and shall bear the signature of a licensed professional as authorized by law.

Credits

NOTE: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 492.8, 23 CA ADC § 492.8

END OF DOCUMENT

[Home Table of Contents](#)

§ 492.9. Certificate of Completion.
23 CA ADC § 492.9
Barclays Official California Code of Regulations

Barclays California Code of Regulations
Title 23. Waters
Division 2. Department of Water Resources
Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 492.9

§ 492.9. Certificate of Completion.

[Currentness](#)

(a) The Certificate of Completion (see Appendix C for a sample certificate) shall include the following six (6) elements:

(1) project information sheet that contains:

- (A) date;
- (B) project name;
- (C) project applicant name, telephone, and mailing address;
- (D) project address and location; and
- (E) property owner name, telephone, and mailing address;

(2) certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved Landscape Documentation Package;

- (A) where there have been significant changes made in the field during construction, these “as-built” or record drawings shall be included with the certification;
- (B) A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes.

(3) irrigation scheduling parameters used to set the controller (see Section 492.10);

(4) landscape and irrigation maintenance schedule (see Section 492.11);

(5) irrigation audit report (see Section 492.12); and

(6) soil analysis report, if not submitted with Landscape Documentation Package, and documentation verifying implementation of soil report recommendations (see Section 492.5).

(b) The project applicant shall:

- (1) submit the signed Certificate of Completion to the local agency for review;
- (2) ensure that copies of the approved Certificate of Completion are submitted to the local water purveyor and property owner or his or her designee.

(c) The local agency shall:

- (1) receive the signed Certificate of Completion from the project applicant;
- (2) approve or deny the Certificate of Completion. If the Certificate of Completion is denied, the local agency shall provide information to the project applicant regarding reapplication, appeal, or other assistance.

Credits

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
2. New subsection (a)(2)(B) and amendment of NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 492.9, 23 CA ADC § 492.9

END OF DOCUMENT

[Home Table of Contents](#)

§ 492.10. Irrigation Scheduling.
23 CA ADC § 492.10
Barclays Official California Code of Regulations

Barclays California Code of Regulations
Title 23. Waters
Division 2. Department of Water Resources
Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 492.10

§ 492.10. Irrigation Scheduling.

[Currentness](#)

(a) For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:

- (1) Irrigation scheduling shall be regulated by automatic irrigation controllers.
- (2) Overhead irrigation shall be scheduled between 8:00 p.m. and 10:00 a.m. unless weather conditions prevent it. If allowable hours of irrigation differ from the local water purveyor, the stricter of the two shall apply. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.
- (3) For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the Estimated Total Water Use. Total annual applied water shall be less than or equal to Maximum Applied Water Allowance (MAWA). Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (e.g., CIMIS) or soil moisture sensor data.
- (4) Parameters used to set the automatic controller shall be developed and submitted for each of the following:
 - (A) the plant establishment period;
 - (B) the established landscape; and
 - (C) temporarily irrigated areas.
- (5) Each irrigation schedule shall consider for each station all of the following that apply:
 - (A) irrigation interval (days between irrigation);
 - (B) irrigation run times (hours or minutes per irrigation event to avoid runoff);
 - (C) number of cycle starts required for each irrigation event to avoid runoff;
 - (D) amount of applied water scheduled to be applied on a monthly basis;
 - (E) application rate setting;
 - (F) root depth setting;
 - (G) plant type setting;
 - (H) soil type;
 - (I) slope factor setting;
 - (J) shade factor setting; and
 - (K) irrigation uniformity or efficiency setting.

Credits

NOTE: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 492.10, 23 CA ADC § 492.10

END OF DOCUMENT

[Home](#) [Table of Contents](#)

§ 492.11. Landscape and Irrigation Maintenance Schedule.

23 CA ADC § 492.11

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 492.11

§ 492.11. Landscape and Irrigation Maintenance Schedule.

[Currentness](#)

(a) Landscapes shall be maintained to ensure water use efficiency. A regular maintenance schedule shall be submitted with the Certificate of Completion.

(b) A regular maintenance schedule shall include, but not be limited to, routine inspection; auditing, adjustment and repair of the irrigation system and its components; aerating and dethatching turf areas; topdressing with compost, replenishing mulch; fertilizing; pruning; weeding in all landscape areas, and removing obstructions to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

(c) Repair of all irrigation equipment shall be done with the originally installed components or their equivalents or with components with greater efficiency.

(d) A project applicant is encouraged to implement established landscape industry sustainable Best Practices for all landscape maintenance activities.

Credits

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

2. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 492.11, 23 CA ADC § 492.11

END OF DOCUMENT

[Home Table of Contents](#)**§ 492.12. Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.**

23 CA ADC § 492.12

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 492.12

§ 492.12. Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.Currentness

(a) All landscape irrigation audits shall be conducted by a local agency landscape irrigation auditor or a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.

(b) In large projects or projects with multiple landscape installations (i.e. production home developments) an auditing rate of 1 in 7 lots or approximately 15% will satisfy this requirement.

(c) For new construction and rehabilitated landscape projects installed after December 1, 2015, as described in Section 490.1:

(1) the project applicant shall submit an irrigation audit report with the Certificate of Completion to the local agency that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming;

(2) the local agency shall administer programs that may include, but not be limited to, irrigation water use analysis, irrigation audits, and irrigation surveys for compliance with the Maximum Applied Water Allowance.

Credits

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

2. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 492.12, 23 CA ADC § 492.12

END OF DOCUMENT

[Home](#) [Table of Contents](#)

§ 492.13. Irrigation Efficiency.

23 CA ADC § 492.13

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 492.13

§ 492.13. Irrigation Efficiency.

[Currentness](#)

(a) For the purpose of determining Estimated Total Water Use, average irrigation efficiency is assumed to be 0.75 for overhead spray devices and 0.81 for drip system devices.

Credits

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
2. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 492.13, 23 CA ADC § 492.13

END OF DOCUMENT

[Home](#) [Table of Contents](#)

§ 492.14. Recycled Water.

23 CA ADC § 492.14

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 492.14

§ 492.14. Recycled Water.

[Currentness](#)

- (a) The installation of recycled water irrigation systems shall allow for the current and future use of recycled water.
- (b) All recycled water irrigation systems shall be designed and operated in accordance with all applicable local and State laws.
- (c) Landscapes using recycled water are considered Special Landscape Areas. The ET Adjustment Factor for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

Credits

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
2. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 492.14, 23 CA ADC § 492.14

END OF DOCUMENT

[Home](#) [Table of Contents](#)**§ 492.15. Graywater Systems.**

23 CA ADC § 492.15

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 492.15

§ 492.15. Graywater Systems.[Currentness](#)

(a) Graywater systems promote the efficient use of water and are encouraged to assist in on-site landscape irrigation. All graywater systems shall conform to the California Plumbing Code (Title 24, Part 5, Chapter 16) and any applicable local ordinance standards. Refer to § 490.1 (d) for the applicability of this ordinance to landscape areas less than 2,500 square feet with the Estimated Total Water Use met entirely by graywater.

Credits

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
2. Renumbering of former section 492.15 to 492.16, new section 492.15 and amendment of NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 492.15, 23 CA ADC § 492.15

END OF DOCUMENT

[Home Table of Contents](#)**§ 492.16. Stormwater Management and Rainwater Retention.**

23 CA ADC § 492.16

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 492.16

§ 492.16. Stormwater Management and Rainwater Retention.Currentness

(a) Stormwater management practices minimize runoff and increase infiltration which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase on-site rainwater retention and infiltration are encouraged.

(b) Project applicants shall refer to the local agency or Regional Water Quality Control Board for information on any applicable stormwater technical requirements.

(c) All planted landscape areas are required to have friable soil to maximize water retention and infiltration. Refer to § 492.6(a)(3).

(d) It is strongly recommended that landscape areas be designed for capture and infiltration capacity that is sufficient to prevent runoff from impervious surfaces (i.e. roof and paved areas) from either: the one inch, 24-hour rain event or (2) the 85th percentile, 24-hour rain event, and/or additional capacity as required by any applicable local, regional, state or federal regulation.

(e) It is recommended that storm water projects incorporate any of the following elements to improve on-site storm water and dry weather runoff capture and use:

- Grade impervious surfaces, such as driveways, during construction to drain to vegetated areas.
- Minimize the area of impervious surfaces such as paved areas, roof and concrete driveways.
- Incorporate pervious or porous surfaces (e.g., gravel, permeable pavers or blocks, pervious or porous concrete) that minimize runoff.
- Direct runoff from paved surfaces and roof areas into planting beds or landscaped areas to maximize site water capture and reuse.
- Incorporate rain gardens, cisterns, and other rain harvesting or catchment systems.
- Incorporate infiltration beds, swales, basins and drywells to capture storm water and dry weather runoff and increase percolation into the soil.
- Consider constructed wetlands and ponds that retain water, equalize excess flow, and filter pollutants.

Credits

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

2. Renumbering of former section 492.16 to section 492.17 and renumbering of former section 492.15 to new section 492.16, including amendment of section heading, section and NOTE, filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

END OF DOCUMENT

[Home Table of Contents](#)**§ 492.17. Public Education.**

23 CA ADC § 492.17

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 492.17

§ 492.17. Public Education.[Currentness](#)

(a) Publications. Education is a critical component to promote the efficient use of water in landscapes. The use of appropriate principles of design, installation, management and maintenance that save water is encouraged in the community.

(1) A local agency or water supplier/purveyor shall provide information to owners of permitted renovations and new, single-family residential homes regarding the design, installation, management, and maintenance of water efficient landscapes based on a water budget.

(b) Model Homes. All model homes that are landscaped shall use signs and written information to demonstrate the principles of water efficient landscapes described in this ordinance.

(1) Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme. Signage shall include information about the site water use as designed per the local ordinance; specify who designed and installed the water efficient landscape; and demonstrate low water use approaches to landscaping such as using native plants, graywater systems, and rainwater catchment systems.

(2) Information shall be provided about designing, installing, managing, and maintaining water efficient landscapes.

Credits

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

2. Renumbering of former section 492.17 to new section 492.18 and renumbering of former section 492.16 to new section 492.17, including amendment of section and NOTE, filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 492.17, 23 CA ADC § 492.17

END OF DOCUMENT

[Home](#) [Table of Contents](#)

§ 492.18. Environmental Review.
23 CA ADC § 492.18
Barclays Official California Code of Regulations

Barclays California Code of Regulations
Title 23. Waters
Division 2. Department of Water Resources
Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 492.18

§ 492.18. Environmental Review.

[Currentness](#)

(a) The local agency must comply with the California Environmental Quality Act (CEQA), as appropriate.

Credits

NOTE: Authority cited: Section 21082, Public Resources Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Sections 21080 and 21082, Public Resources Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. Renumbering of former section 492.17 to new section 492.18, including amendment of NOTE, filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 492.18, 23 CA ADC § 492.18

END OF DOCUMENT

[Home](#) [Table of Contents](#)

§ 493. Provisions for Existing Landscapes.

23 CA ADC § 493

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 493

§ 493. Provisions for Existing Landscapes.

[Currentness](#)

(a) A local agency may by mutual agreement, designate another agency, such as a water purveyor, to implement some or all of the requirements contained in this ordinance. Local agencies may collaborate with water purveyors to define each entity's specific responsibilities relating to this ordinance.

Credits

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 7-31-92; operative 7-31-92 (Register 92, No. 32).
2. Repealer and new section and amendment of NOTE filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
3. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 493, 23 CA ADC § 493

END OF DOCUMENT

[Home Table of Contents](#)

§ 493.1. Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.

23 CA ADC § 493.1

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 493.1

§ 493.1. Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.

[Currentness](#)

(a) This section, 493.1, shall apply to all existing landscapes that were installed before December 1, 2015 and are over one acre in size.

(1) For all landscapes in 493.1 (a) that have a water meter, the local agency shall administer programs that may include, but not be limited to, irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the Maximum Applied Water Allowance for existing landscapes. The Maximum Applied Water Allowance for existing landscapes shall be calculated as: $MAWA = (0.8) (ETo) (LA) (0.62)$.

(2) For all landscapes in 493.1(a), that do not have a meter, the local agency shall administer programs that may include, but not be limited to, irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary in order to prevent water waste.

(b) All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.

Credits

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

2. Amendment of subsection (a) and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 493.1, 23 CA ADC § 493.1

END OF DOCUMENT

[Home](#) [Table of Contents](#)

§ 493.2. Water Waste Prevention.

23 CA ADC § 493.2

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 493.2

§ 493.2. Water Waste Prevention.

[Currentness](#)

(a) Local agencies shall prevent water waste resulting from inefficient landscape irrigation by prohibiting runoff from leaving the target landscape due to low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, parking lots, or structures. Penalties for violation of these prohibitions shall be established locally.

(b) Restrictions regarding overspray and runoff may be modified if:

- (1) the landscape area is adjacent to permeable surfacing and no runoff occurs; or
- (2) the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping.

Credits

NOTE: Authority cited: Section 65594, Government Code. Reference: Section 65596, Government Code.

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 493.2, 23 CA ADC § 493.2

END OF DOCUMENT

[Home Table of Contents](#)**§ 494. Effective Precipitation.**

23 CA ADC § 494

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 494

§ 494. Effective Precipitation.[Currentness](#)

(a) A local agency may consider Effective Precipitation (25% of annual precipitation) in tracking water use and may use the following equation to calculate Maximum Applied Water Allowance:

MAWA= (ET_o - Eppt) (0.62) [(0.55 x LA) + (0.45 x SLA)] for residential areas.

MAWA= (ET_o-EPPT) (0.62) [(0.45 x LA) + (0.55 x SLA)] for non-residential areas.

Credits

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. Repealer and new section; new NOTE and new Appendices A-C filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

2. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, § 494, 23 CA ADC § 494

END OF DOCUMENT

[Home Table of Contents](#)**§ 495. Reporting.**

23 CA ADC § 495

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 23. Waters

Division 2. Department of Water Resources

Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR § 495

§ 495. Reporting.Currentness

(a) Local agencies shall report on implementation and enforcement by December 31, 2015. Local agencies responsible for administering individual ordinances shall report on their updated ordinance, while those agencies developing a regional ordinance shall report on their existing ordinance. Those agencies crafting a regional ordinance shall also report on their new ordinance by March 1, 2016. Subsequently, reporting for all agencies will be due by January 31st of each year. Reports shall be submitted to the Department of Water Resources.

(b) Local agencies are to address the following:

- (1) State whether you are adopting a single agency ordinance or a regional agency alliance ordinance, and the date of adoption or anticipated date of adoption.
- (2) Define the reporting period. The reporting period shall commence on December 1, 2015 and the end on December 28, 2015. For local agencies crafting regional ordinances with other agencies, there shall be an additional reporting period commencing on February 1, 2016 and ending on February 28, 2016. In subsequent years, all local agency reporting will be for the calendar year.
- (3) State if using a locally modified Water Efficient Landscape Ordinance (WELO) or the MWELo. If using a locally modified WELO, how is it different than MWELo, is it at least as efficient as MWELo, and are there any exemptions specified?
- (4) State the entity responsible for implementing the ordinance.
- (5) State number and types of projects subject to the ordinance during the specified reporting period.
- (6) State the total area (in square feet or acres) subject to the ordinance over the reporting period, if available.
- (7) Provide the number of new housing starts, new commercial projects, and landscape retrofits during the reporting period.
- (8) Describe the procedure for review of projects subject to the ordinance.
- (9) Describe actions taken to verify compliance. Is a plan check performed; if so, by what entity? Is a site inspection performed; if so, by what entity? Is a post-installation audit required; if so, by whom?
- (10) Describe enforcement measures.
- (11) Explain challenges to implementing and enforcing the ordinance.
- (12) Describe educational and other needs to properly apply the ordinance.

Credits

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38). For prior history, see Register 2009, No. 37.

This database is current through 5/26/23 Register 2023, No. 21.

END OF DOCUMENT

[Home Table of Contents](#)

Appendix A. Reference Evapotranspiration (ETo) Table

23 CA ADC Div. 2 Ch. 2.7 App. A

Barclays Official California Code of Regulations

Barclays California Code of Regulations
 Title 23. Waters
 Division 2. Department of Water Resources
 Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR Div. 2 Ch. 2.7 App. A

Appendix A. Reference Evapotranspiration (ETo) Table

[Currentness](#)

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
ALAMEDA													
Fremont	1.5	1.9	3.4	4.7	5.4	6.3	6.7	6.0	4.5	3.4	1.8	1.5	47.0
Livermore	1.2	1.5	2.9	4.4	5.9	6.6	7.4	6.4	5.3	3.2	1.5	0.9	47.2
Oakland	1.5	1.5	2.8	3.9	5.1	5.3	6.0	5.5	4.8	3.1	1.4	0.9	41.8
Oakland Foothills	1.1	1.4	2.7	3.7	5.1	6.4	5.8	4.9	3.6	2.6	1.4	1.0	39.6
Pleasanton	0.8	1.5	2.9	4.4	5.6	6.7	7.4	6.4	4.7	3.3	1.5	1.0	46.2
Union City	1.4	1.8	3.1	4.2	5.4	5.9	6.4	5.7	4.4	3.1	1.5	1.2	44.2
ALPINE													
Markleeville	0.7	0.9	2.0	3.5	5.0	6.1	7.3	6.4	4.4	2.6	1.2	0.5	40.6
AMADOR													
Jackson	1.2	1.5	2.8	4.4	6.0	7.2	7.9	7.2	5.3	3.2	1.4	0.9	48.9
Shanandoah Valley	1.0	1.7	2.9	4.4	5.6	6.8	7.9	7.1	5.2	3.6	1.7	1.0	48.8
BUTTE													
Chico	1.2	1.8	2.9	4.7	6.1	7.4	8.5	7.3	5.4	3.7	1.7	1.0	51.7
Durham	1.1	1.8	3.2	5.0	6.5	7.4	7.8	6.9	5.3	3.6	1.7	1.0	51.1
Gridley	1.2	1.8	3.0	4.7	6.1	7.7	8.5	7.1	5.4	3.7	1.7	1.0	51.9
Oroville	1.2	1.7	2.8	4.7	6.1	7.6	8.5	7.3	5.3	3.7	1.7	1.0	51.5
CALAVERAS													
San Andreas	1.2	1.5	2.8	4.4	6.0	7.3	7.9	7.0	5.3	3.2	1.4	0.7	48.8
COLUSA													
Colusa	1.0	1.7	3.4	5.0	6.4	7.6	8.3	7.2	5.4	3.8	1.8	1.1	52.8
Williams	1.2	1.7	2.9	4.5	6.1	7.2	8.5	7.3	5.3	3.4	1.6	1.0	50.8
CONTRA COSTA													
Brentwood	1.0	1.5	2.9	4.5	6.1	7.1	7.9	6.7	5.2	3.2	1.4	0.7	48.3
Concord	1.1	1.4	2.4	4.0	5.5	5.9	7.0	6.0	4.8	3.2	1.3	0.7	43.4
Courtland	0.9	1.5	2.9	4.4	6.1	6.9	7.9	6.7	5.3	3.2	1.4	0.7	48.0
Martinez	1.2	1.4	2.4	3.9	5.3	5.6	6.7	5.6	4.7	3.1	1.2	0.7	41.8
Moraga	1.2	1.5	3.4	4.2	5.5	6.1	6.7	5.9	4.6	3.2	1.6	1.0	44.9
Pittsburg	1.0	1.5	2.8	4.1	5.6	6.4	7.4	6.4	5.0	3.2	1.3	0.7	45.4
Walnut Creek	0.8	1.5	2.9	4.4	5.6	6.7	7.4	6.4	4.7	3.3	1.5	1.0	46.2
DEL NORTE													
Crescent City	0.5	0.9	2.0	3.0	3.7	3.5	4.3	3.7	3.0	2.0	0.9	0.5	27.7
EL DORADO													
Camino	0.9	1.7	2.5	3.9	5.9	7.2	7.8	6.8	5.1	3.1	1.5	0.9	47.3
FRESNO													
Clovis	1.0	1.5	3.2	4.8	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.4
Coalinga	1.2	1.7	3.1	4.6	6.2	7.2	8.5	7.3	5.3	3.4	1.6	0.7	50.9

Bridgeport	0.7	0.9	2.2	3.8	5.5	6.6	7.4	6.7	4.7	2.7	1.2	0.5	43.0
MONTEREY													
Arroyo Seco	1.5	2.0	3.7	5.4	6.3	7.3	7.2	6.7	5.0	3.9	2.0	1.6	52.6
Castroville	1.4	1.7	3.0	4.2	4.6	4.8	4.0	3.8	3.0	2.6	1.6	1.4	36.2
Gonzales	1.3	1.7	3.4	4.7	5.4	6.3	6.3	5.9	4.4	3.4	1.9	1.3	45.7
Greenfield	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
King City	1.7	2.0	3.4	4.4	4.4	5.6	6.1	6.7	6.5	5.2	2.2	1.3	49.6
King City-Oasis Rd.	1.4	1.9	3.6	5.3	6.5	7.3	7.4	6.8	5.1	4.0	2.0	1.5	52.7
Long Valley	1.5	1.9	3.2	4.1	5.8	6.5	7.3	6.7	5.3	3.6	2.0	1.2	49.1
Monterey	1.7	1.8	2.7	3.5	4.0	4.1	4.3	4.2	3.5	2.8	1.9	1.5	36.0
Pajaro	1.8	2.2	3.7	4.8	5.3	5.7	5.6	5.3	4.3	3.4	2.4	1.8	46.1
Salinas	1.6	1.9	2.7	3.8	4.8	4.7	5.0	4.5	4.0	2.9	1.9	1.3	39.1
Salinas North	1.2	1.5	2.9	4.1	4.6	5.2	4.5	4.3	3.2	2.8	1.5	1.2	36.9
San Ardo	1.0	1.7	3.1	4.5	5.9	7.2	8.1	7.1	5.1	3.1	1.5	1.0	49.0
San Juan	1.8	2.1	3.4	4.6	5.3	5.7	5.5	4.9	3.8	3.2	2.2	1.9	44.2
Soledad	1.7	2.0	3.4	4.4	5.5	5.4	6.5	6.2	5.2	3.7	2.2	1.5	47.7
NAPA													
Angwin	1.8	1.9	3.2	4.7	5.8	7.3	8.1	7.1	5.5	4.5	2.9	2.1	54.9
Carneros	0.8	1.5	3.1	4.6	5.5	6.6	6.9	6.2	4.7	3.5	1.4	1.0	45.8
Oakville	1.0	1.5	2.9	4.7	5.8	6.9	7.2	6.4	4.9	3.5	1.6	1.2	47.7
St Helena	1.2	1.5	2.8	3.9	5.1	6.1	7.0	6.2	4.8	3.1	1.4	0.9	44.1
Yountville	1.3	1.7	2.8	3.9	5.1	6.0	7.1	6.1	4.8	3.1	1.5	0.9	44.3
NEVADA													
Grass Valley	1.1	1.5	2.6	4.0	5.7	7.1	7.9	7.1	5.3	3.2	1.5	0.9	48.0
Nevada City	1.1	1.5	2.6	3.9	5.8	6.9	7.9	7.0	5.3	3.2	1.4	0.9	47.4
ORANGE													
Irvine	2.2	2.5	3.7	4.7	5.2	5.9	6.3	6.2	4.6	3.7	2.6	2.3	49.6
Laguna Beach	2.2	2.7	3.4	3.8	4.6	4.6	4.9	4.9	4.4	3.4	2.4	2.0	43.2
Santa Ana	2.2	2.7	3.7	4.5	4.6	5.4	6.2	6.1	4.7	3.7	2.5	2.0	48.2
PLACER													
Auburn	1.2	1.7	2.8	4.4	6.1	7.4	8.3	7.3	5.4	3.4	1.6	1.0	50.6
Blue Canyon	0.7	1.1	2.1	3.4	4.8	6.0	7.2	6.1	4.6	2.9	0.9	0.6	40.5
Colfax	1.1	1.5	2.6	4.0	5.8	7.1	7.9	7.0	5.3	3.2	1.4	0.9	47.9
Roseville	1.1	1.7	3.1	4.7	6.2	7.7	8.5	7.3	5.6	3.7	1.7	1.0	52.2
Soda Springs	0.7	0.7	1.8	3.0	4.3	5.3	6.2	5.5	4.1	2.5	0.7	0.7	35.4
Tahoe City	0.7	0.7	1.7	3.0	4.3	5.4	6.1	5.6	4.1	2.4	0.8	0.6	35.5
Truckee	0.7	0.7	1.7	3.2	4.4	5.4	6.4	5.7	4.1	2.4	0.8	0.6	36.2
PLUMAS													
Portola	0.7	0.9	1.9	3.5	4.9	5.9	7.3	5.9	4.3	2.7	0.9	0.5	39.4
Quincy	0.7	0.9	2.2	3.5	4.9	5.9	7.3	5.9	4.4	2.8	1.2	0.5	40.2
RIVERSIDE													
Beaumont	2.0	2.3	3.4	4.4	6.1	7.1	7.6	7.9	6.0	3.9	2.6	1.7	55.0
Blythe	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Cathedral City	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Coachella	2.9	4.4	6.2	8.4	10.5	11.9	12.3	10.1	8.9	6.2	3.8	2.4	88.1
Desert Center	2.9	4.1	6.4	8.5	11.0	12.1	12.2	11.1	9.0	6.4	3.9	2.6	90.0
Elsinore	2.1	2.8	3.9	4.4	5.9	7.1	7.6	7.0	5.8	3.9	2.6	1.9	55.0
Indio	3.1	3.6	6.5	8.3	10.5	11.0	10.8	9.7	8.3	5.9	3.7	2.7	83.9
La Quinta	2.4	2.8	5.2	6.5	8.3	8.7	8.5	7.9	6.5	4.5	2.7	2.2	66.2
Mecca	2.6	3.3	5.7	7.2	8.6	9.0	8.8	8.2	6.8	5.0	3.2	2.4	70.8
Oasis	2.9	3.3	5.3	6.1	8.5	8.9	8.7	7.9	6.9	4.8	2.9	2.3	68.4
Palm Desert	2.5	3.4	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.6
Palm Springs	2.0	2.9	4.9	7.2	8.3	8.5	11.6	8.3	7.2	5.9	2.7	1.7	71.1
Rancho California	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
Rancho Mirage	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Ripley	2.7	3.3	5.6	7.2	8.7	8.7	8.4	7.6	6.2	4.6	2.8	2.2	67.8
Salton Sea North	2.5	3.3	5.5	7.2	8.8	9.3	9.2	8.5	6.8	5.2	3.1	2.3	71.7
Temecula East II	2.3	2.4	4.1	4.9	6.4	7.0	7.8	7.4	5.7	4.1	2.6	2.2	56.7
Thermal	2.4	3.3	5.5	7.6	9.1	9.6	9.3	8.6	7.1	5.2	3.1	2.1	72.8

Riverside UC	2.5	2.9	4.2	5.3	5.9	6.6	7.2	6.9	5.4	4.1	2.9	2.6	56.4
Winchester	2.3	2.4	4.1	4.9	6.4	6.9	7.7	7.5	6.0	3.9	2.6	2.1	56.8
SACRAMENTO													
Fair Oaks	1.0	1.6	3.4	4.1	6.5	7.5	8.1	7.1	5.2	3.4	1.5	1.0	50.5
Sacramento	1.0	1.8	3.2	4.7	6.4	7.7	8.4	7.2	5.4	3.7	1.7	0.9	51.9
Twitchell Island	1.2	1.8	3.9	5.3	7.4	8.8	9.1	7.8	5.9	3.8	1.7	1.2	57.9
SAN BENITO													
Hollister	1.5	1.8	3.1	4.3	5.5	5.7	6.4	5.9	5.0	3.5	1.7	1.1	45.1
San Benito	1.2	1.6	3.1	4.6	5.6	6.4	6.9	6.5	4.8	3.7	1.7	1.2	47.2
San Juan Valley	1.4	1.8	3.4	4.5	6.0	6.7	7.1	6.4	5.0	3.5	1.8	1.4	49.1
SAN BERNARDINO													
Baker	2.7	3.9	6.1	8.3	10.4	11.8	12.2	11.0	8.9	6.1	3.3	2.1	86.6
Barstow NE	2.2	2.9	5.3	6.9	9.0	10.1	9.9	8.9	6.8	4.8	2.7	2.1	71.7
Big Bear Lake	1.8	2.6	4.6	6.0	7.0	7.6	8.1	7.4	5.4	4.1	2.4	1.8	58.6
Chino	2.1	2.9	3.9	4.5	5.7	6.5	7.3	7.1	5.9	4.2	2.6	2.0	54.6
Crestline	1.5	1.9	3.3	4.4	5.5	6.6	7.8	7.1	5.4	3.5	2.2	1.6	50.8
Lake Arrowhead	1.8	2.6	4.6	6.0	7.0	7.6	8.1	7.4	5.4	4.1	2.4	1.8	58.6
Lucerne Valley	2.2	2.9	5.1	6.5	9.1	11.0	11.4	9.9	7.4	5.0	3.0	1.8	75.3
Needles	3.2	4.2	6.6	8.9	11.0	12.4	12.8	11.0	8.9	6.6	4.0	2.7	92.1
Newberry Springs	2.1	2.9	5.3	8.4	9.8	10.9	11.1	9.9	7.6	5.2	3.1	2.0	78.2
San Bernardino	2.0	2.7	3.8	4.6	5.7	6.9	7.9	7.4	5.9	4.2	2.6	2.0	55.6
Twentynine Palms	2.6	3.6	5.9	7.9	10.1	11.2	11.2	10.3	8.6	5.9	3.4	2.2	82.9
Victorville	2.0	2.6	4.6	6.2	7.3	8.9	9.8	9.0	6.5	4.7	2.7	2.1	66.2
SAN DIEGO													
Chula Vista	2.2	2.7	3.4	3.8	4.9	4.7	5.5	4.9	4.5	3.4	2.4	2.0	44.2
Escondido SPV	2.4	2.6	3.9	4.7	5.9	6.5	7.1	6.7	5.3	3.9	2.8	2.3	54.2
Miramar	2.3	2.5	3.7	4.1	5.1	5.4	6.1	5.8	4.5	3.3	2.4	2.1	47.1
Oceanside	2.2	2.7	3.4	3.7	4.9	4.6	4.6	5.1	4.1	3.3	2.4	2.0	42.9
Otay Lake	2.3	2.7	3.9	4.6	5.6	5.9	6.2	6.1	4.8	3.7	2.6	2.2	50.4
Pine Valley	1.5	2.4	3.8	5.1	6.0	7.0	7.8	7.3	6.0	4.0	2.2	1.7	54.8
Ramona	2.1	2.1	3.4	4.6	5.2	6.3	6.7	6.8	5.3	4.1	2.8	2.1	51.6
San Diego	2.1	2.4	3.4	4.6	5.1	5.3	5.7	5.6	4.3	3.6	2.4	2.0	46.5
Santee	2.1	2.7	3.7	4.5	5.5	6.1	6.6	6.2	5.4	3.8	2.6	2.0	51.1
Torrey Pines	2.2	2.3	3.4	3.9	4.0	4.1	4.6	4.7	3.8	2.8	2.0	2.0	39.8
Warner Springs	1.6	2.7	3.7	4.7	5.7	7.6	8.3	7.7	6.3	4.0	2.5	1.3	56.0
SAN FRANCISCO													
San Francisco	1.5	1.3	2.4	3.0	3.7	4.6	4.9	4.8	4.1	2.8	1.3	0.7	35.1
SAN JOAQUIN													
Farmington	1.5	1.5	2.9	4.7	6.2	7.6	8.1	6.8	5.3	3.3	1.4	0.7	50.0
Lodi West	1.0	1.6	3.3	4.3	6.3	6.9	7.3	6.4	4.5	3.0	1.4	0.8	46.7
Manteca	0.9	1.7	3.4	5.0	6.5	7.5	8.0	7.1	5.2	3.3	1.6	0.9	51.2
Stockton	0.8	1.5	2.9	4.7	6.2	7.4	8.1	6.8	5.3	3.2	1.4	0.6	49.1
Tracy	1.0	1.5	2.9	4.5	6.1	7.3	7.9	6.7	5.3	3.2	1.3	0.7	48.5
SAN LUIS OBISPO													
Arroyo Grande	2.0	2.2	3.2	3.8	4.3	4.7	4.3	4.6	3.8	3.2	2.4	1.7	40.0
Atascadero	1.2	1.5	2.8	3.9	4.5	6.0	6.7	6.2	5.0	3.2	1.7	1.0	43.7
Morro Bay	2.0	2.2	3.1	3.5	4.3	4.5	4.6	4.6	3.8	3.5	2.1	1.7	39.9
Nipomo	2.2	2.5	3.8	5.1	5.7	6.2	6.4	6.1	4.9	4.1	2.9	2.3	52.1
Paso Robles	1.6	2.0	3.2	4.3	5.5	6.3	7.3	6.7	5.1	3.7	2.1	1.4	49.0
San Luis Obispo	2.0	2.2	3.2	4.1	4.9	5.3	4.6	5.5	4.4	3.5	2.4	1.7	43.8
San Miguel	1.6	2.0	3.2	4.3	5.0	6.4	7.4	6.8	5.1	3.7	2.1	1.4	49.0
San Simeon	2.0	2.0	2.9	3.5	4.2	4.4	4.6	4.3	3.5	3.1	2.0	1.7	38.1
SAN MATEO													
Hal Moon Bay	1.5	1.7	2.4	3.0	3.9	4.3	4.3	4.2	3.5	2.8	1.3	1.0	33.7
Redwood City	1.5	1.8	2.9	3.8	5.2	5.3	6.2	5.6	4.8	3.1	1.7	1.0	42.8
Woodside	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
SANTA BARBARA													
Betteravia	2.1	2.6	4.0	5.2	6.0	5.9	5.8	5.4	4.1	3.3	2.7	2.1	49.1
Carpenteria	2.0	2.4	3.2	3.9	4.8	5.2	5.5	5.7	4.5	3.4	2.4	2.0	44.9

Denair	1.0	1.9	3.6	4.7	7.0	7.9	8.0	6.1	5.3	3.4	1.5	1.0	51.4
La Grange	1.2	1.5	3.1	4.7	6.2	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.2
Modesto	0.9	1.4	3.2	4.7	6.4	7.7	8.1	6.8	5.0	3.4	1.4	0.7	49.7
Newman	1.0	1.5	3.2	4.6	6.2	7.4	8.1	6.7	5.0	3.4	1.4	0.7	49.3
Oakdale	1.2	1.5	3.2	4.7	6.2	7.7	8.1	7.1	5.1	3.4	1.4	0.7	50.3
Patterson	1.3	2.1	4.2	5.4	7.9	8.6	8.2	6.6	5.8	4.0	1.9	1.3	57.3
Turlock	0.9	1.5	3.2	4.7	6.5	7.7	8.2	7.0	5.1	3.4	1.4	0.7	50.2
SUTTER													
Nicolaus	0.9	1.6	3.2	4.9	6.3	7.5	8.0	6.9	5.2	3.4	1.5	0.9	50.2
Yuba City	1.3	2.1	2.8	4.4	5.7	7.2	7.1	6.1	4.7	3.2	1.2	0.9	46.7
TEHAMA													
Corning	1.2	1.8	2.9	4.5	6.1	7.3	8.1	7.2	5.3	3.7	1.7	1.1	50.7
Gerber	1.0	1.8	3.5	5.0	6.6	7.9	8.7	7.4	5.8	4.1	1.8	1.1	54.7
Gerber Dryland	0.9	1.6	3.2	4.7	6.7	8.4	9.0	7.9	6.0	4.2	2.0	1.0	55.5
Red Bluff	1.2	1.8	2.9	4.4	5.9	7.4	8.5	7.3	5.4	3.5	1.7	1.0	51.1
TRINITY													
Hay Fork	0.5	1.1	2.3	3.5	4.9	5.9	7.0	6.0	4.5	2.8	0.9	0.7	40.1
Weaverville	0.6	1.1	2.2	3.3	4.9	5.9	7.3	6.0	4.4	2.7	0.9	0.7	40.0
TULARE													
Alpaugh	0.9	1.7	3.4	4.8	6.6	7.7	8.2	7.3	5.4	3.4	1.4	0.7	51.6
Badger	1.0	1.3	2.7	4.1	6.0	7.3	7.7	7.0	4.8	3.3	1.4	0.7	47.3
Delano	1.1	1.9	4.0	4.9	7.2	7.9	8.1	7.3	5.4	3.2	1.5	1.2	53.6
Dinuba	1.1	1.5	3.2	4.7	6.2	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.2
Lindcove	0.9	1.6	3.0	4.8	6.5	7.6	8.1	7.2	5.2	3.4	1.6	0.9	50.6
Porterville	1.2	1.8	3.4	4.7	6.6	7.7	8.5	7.3	5.3	3.4	1.4	0.7	52.1
Visalia	0.9	1.7	3.3	5.1	6.8	7.7	7.9	6.9	4.9	3.2	1.5	0.8	50.7
TUOLUMNE													
Groveland	1.1	1.5	2.8	4.1	5.7	7.2	7.9	6.6	5.1	3.3	1.4	0.7	47.5
Sonora	1.1	1.5	2.8	4.1	5.8	7.2	7.9	6.7	5.1	3.2	1.4	0.7	47.6
VENTURA													
Camarillo	2.2	2.5	3.7	4.3	5.0	5.2	5.9	5.4	4.2	3.0	2.5	2.1	46.1
Oxnard	2.2	2.5	3.2	3.7	4.4	4.6	5.4	4.8	4.0	3.3	2.4	2.0	42.3
Piru	2.8	2.8	4.1	5.6	6.0	6.8	7.6	7.8	5.8	5.2	3.7	3.2	61.5
Port Hueneme	2.0	2.3	3.3	4.6	4.9	4.9	4.9	5.0	3.7	3.2	2.5	2.2	43.5
Thousand Oaks	2.2	2.6	3.4	4.5	5.4	5.9	6.7	6.4	5.4	3.9	2.6	2.0	51.0
Ventura	2.2	2.6	3.2	3.8	4.6	4.7	5.5	4.9	4.1	3.4	2.5	2.0	43.5
YOLO													
Bryte	0.9	1.7	3.3	5.0	6.4	7.5	7.9	7.0	5.2	3.5	1.6	1.0	51.0
Davis	1.0	1.9	3.3	5.0	6.4	7.6	8.2	7.1	5.4	4.0	1.8	1.0	52.5
Esparto	1.0	1.7	3.4	5.5	6.9	8.1	8.5	7.5	5.8	4.2	2.0	1.2	55.8
Winters	1.7	1.7	2.9	4.4	5.8	7.1	7.9	6.7	5.3	3.3	1.6	1.0	49.4
Woodland	1.0	1.8	3.2	4.7	6.1	7.7	8.2	7.2	5.4	3.7	1.7	1.0	51.6
Zamora	1.1	1.9	3.5	5.2	6.4	7.4	7.8	7.0	5.5	4.0	1.9	1.2	52.8
YUBA													
Browns Valley	1.0	1.7	3.1	4.7	6.1	7.5	8.5	7.6	5.7	4.1	2.0	1.1	52.9
Brownsville	1.1	1.4	2.6	4.0	5.7	6.8	7.9	6.8	5.3	3.4	1.5	0.9	47.4

* The values in this table were derived from:

- 1) California Irrigation Management Information System (CIMIS);
- 2) Reference EvapoTranspiration Zones Map, UC Dept. of Land, Air & Water Resources and California Dept of Water Resources 1999; and
- 3) Reference Evapotranspiration for California, University of California, Department of Agriculture and Natural Resources (1987) Bulletin 1922;
- 4) Determining Daily Reference Evapotranspiration, Cooperative Extension UC Division of Agriculture and Natural Resources (1987), Publication Leaflet 21426

Credits

HISTORY

1. New Appendix A filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

2. Repealer and new Appendix A filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, Div. 2 Ch. 2.7 App. A, 23 CAADC Div. 2 Ch. 2.7 App. A

END OF DOCUMENT

[Home Table of Contents](#)

Appendix B--Sample Water Efficient Landscape Worksheet.

23 CA ADC Div. 2 Ch. 2.7 App. B
Barclays Official California Code of Regulations

Barclays California Code of Regulations
Title 23. Waters
Division 2. Department of Water Resources
Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR Div. 2 Ch. 2.7 App. B

Appendix B--Sample Water Efficient Landscape Worksheet.

[Currentness](#)

WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.

Reference Evapotranspiration (Eto) _____

Hydrozone # /Planting Description ^a	Plant Factor (PF)	Irrigation Method ^b	Irrigation Efficiency (IE) ^c	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU) ^e
Regular Landscape Areas							
				Totals	(A)	(B)	
Special Landscape Areas							
				1			
				1			
				1			
				Totals	(C)	(D)	
						ETWU Total	
						Maximum Allowed Water Allowance (MAWA)^e	

^aHydrozone #/Planting Description

- E.g
1.) front lawn
2.) low water use plantings
3.) medium water use planting

^bIrrigation Method

- overhead spray
or drip

^cIrrigation Efficiency

- 0.75 for spray head
0.81 for drip

^dETWU (Annual Gallons Required) =

$Eto \times 0.62 \times ETAF \times Area$
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

^eMAWA (Annual Gallons Allowed) = $(Eto) (0.62) [(ETAF \times LA) + ((1-ETAF) \times SLA)]$

where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year. LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B)
Total Area	(A)
Average ETAF	B ÷ A

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas

Total ETAF x Area	(B+D)
Total Area	(A+C)
Sitewide ETAF	(B+D) ÷ (A+C)

Credits

HISTORY

1. New Appendix B filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
2. Repealer and new Appendix B filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, Div. 2 Ch. 2.7 App. B, 23 CA ADC Div. 2 Ch. 2.7 App. B

END OF DOCUMENT

[Home](#) [Table of Contents](#)

Appendix C--Sample Certificate of Completion.
 23 CA ADC Div. 2 Ch. 2.7 App. C
 Barclays Official California Code of Regulations

Barclays California Code of Regulations
 Title 23. Waters
 Division 2. Department of Water Resources
 Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR Div. 2 Ch. 2.7 App. C

Appendix C--Sample Certificate of Completion.

[Currentness](#)

CERTIFICATE OF COMPLETION

This certificate is filled out by the project applicant upon completion of the landscape project.

PART 1. PROJECT INFORMATION SHEET

Date		
Project Name		
Name of Project Applicant	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Project Address and Location:

Street Address	Parcel, tract or lot number, if available.
City	Latitude/Longitude (optional)
State	Zip Code

Property Owner or his/her designee:

Name	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Property Owner

"I/we certify that I/we have received copies of all the documents within the Landscape Documentation Package and the Certificate of Completion and that it is our responsibility to see that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule."

Property Owner Signature	Date
--------------------------	------

Please answer the questions below:

1. Date the Landscape Documentation Package was submitted to the local agency_____
2. Date the Landscape Documentation Package was approved by the local agency_____
3. Date that a copy of the Water Efficient Landscape Worksheet (including the Water Budget Calculation) was submitted to the local water purveyor_____

PART 2. CERTIFICATION OF INSTALLATION ACCORDING TO THE LANDSCAPE DOCUMENTATION PACKAGE

"I/we certify that based upon periodic site observations, the work has been completed in accordance with the ordinance and that the landscape planting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package."

Signature *	Date	
Name (print)	Telephone No.	
	Fax No.	
Title	Email Address	
License No. or Certification No.		
Company	Street Address	
City	State	Zip Code

* Signer of the landscape design plan, signer of the irrigation plan, or a licensed landscape contractor.

PART 3. IRRIGATION SCHEDULING

Attach parameters for setting the irrigation schedule on controller per ordinance Section 492.10.

PART 4. SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE

Attach schedule of Landscape and Irrigation Maintenance per ordinance Section 492.11.

PART 5. LANDSCAPE IRRIGATION AUDIT REPORT

Attach Landscape Irrigation Audit Report per ordinance Section 492.12.

PART 6. SOIL MANAGEMENT REPORT

Attach soil analysis report, if not previously submitted with the Landscape Documentation Package per ordinance Section 492.6.

Attach documentation verifying implementation of recommendations from soil analysis report per ordinance Section 492.6.

Credits

HISTORY

1. New Appendix C filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
2. Repealer and new Appendix C filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, Div. 2 Ch. 2.7 App. C, 23 CA ADC Div. 2 Ch. 2.7 App. C

END OF DOCUMENT

[Home Table of Contents](#)

Appendix D--Prescriptive Compliance Option.
23 CA ADC Div. 2 Ch. 2.7 App. D
Barclays Official California Code of Regulations

Barclays California Code of Regulations
Title 23. Waters
Division 2. Department of Water Resources
Chapter 2.7. Model Water Efficient Landscape Ordinance

23 CCR Div. 2 Ch. 2.7 App. D

Appendix D--Prescriptive Compliance Option.

[Currentness](#)

(a) This appendix contains prescriptive requirements which may be used as a compliance option to the Model Water Efficient Landscape Ordinance.

(b) Compliance with the following items is mandatory and must be documented on a landscape plan in order to use the prescriptive compliance option:

(1) Submit a Landscape Documentation Package which includes the following elements:

- (A) date
- (B) project applicant
- (C) project address (if available, parcel and/or lot number(s))
- (D) total landscape area (square feet), including a breakdown of turf and plant material
- (E) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)
- (F) water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well
- (G) contact information for the project applicant and property owner
- (H) applicant signature and date with statement, "I agree to comply with the requirements of the prescriptive compliance option to the MWELO".

(2) Incorporate compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contra-indicated by a soil test);

(3) Plant material shall comply with all of the following;

- (A) For residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water; For non-residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water;
- (B) A minimum three inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.

(4) Turf shall comply with all of the following:

- (A) Turf shall not exceed 25% of the landscape area in residential areas, and there shall be no turf in non-residential areas;
- (B) Turf shall not be planted on sloped areas which exceed a slope of 1 foot vertical elevation change for every 4 feet of horizontal length;

(C) Turf is prohibited in parkways less than 10 feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.

(5) Irrigation systems shall comply with the following:

(A) Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data and utilize a rain sensor.

(B) Irrigation controllers shall be of a type which does not lose programming data in the event the primary power source is interrupted.

(C) Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.

(D) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.

(E) All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014. "Landscape Irrigation Sprinkler and Emitter Standard," All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

(F) Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

(6) For non-residential projects with landscape areas of 1,000 sq. ft. or more, a private submeter(s) to measure landscape water use shall be installed.

(c) At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule and a schedule of landscape and irrigation maintenance.

Credits

HISTORY

1. New Appendix D filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

This database is current through 5/26/23 Register 2023, No. 21.

Cal. Admin. Code tit. 23, Div. 2 Ch. 2.7 App. D, 23 CA ADC Div. 2 Ch. 2.7 App. D

END OF DOCUMENT

ORDINANCE NO.

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO,
STATE OF CALIFORNIA, TO ADOPT THE CALIFORNIA WATER-EFFICIENT
LANDSCAPING ORDINANCE PURSUANT TO THE CALIFORNIA WATER
CONSERVATION IN LANDSCAPING ACT VIA THE ADDITION OF CHAPTER 17.04
TO THE INYO COUNTY CODE**

WHEREAS, in 1990 the State of California adopted the Water Conservation in Landscaping Act, codified at sections 65590 et seq. of the Government Code, which required the State Department of Water Resources (DWR) to adopt a model water efficient landscape ordinance (MWELo) to improve state water conservation efforts by reducing the waste associated with outdoor landscaping irrigation; and

WHEREAS, pursuant to the Act, the State’s MWELo adopted by DWR would take effect and be enforced by any local agency that did not adopt its own model water efficient landscape ordinance (or findings that such ordinance was unnecessary) by January 1, 1993; and

WHEREAS, in 2006 the State repealed the Water Conservation in Landscaping Act and adopted a new Water Conservation in Landscaping Act (Act), codified at Government Code sections 65591 et seq. The new Act required DWR to update the previously adopted MWELo to include new provisions for more extensive water-efficient landscaping, plant and soil selection, and irrigation considerations; and

WHEREAS, pursuant to Government Code section 65595, the State’s updated MWELo would take effect and be enforced by any local jurisdiction that did not adopt its own model water efficient landscape ordinance by January 1, 2010; and

WHEREAS, in 2015 Executive Order No. B-29-15 directed DWR to again update the State’s MWELo to extend its application to new, rehabilitated, and existing landscaping as detailed in Title 23, Division 2, Chapter 2.7 of the California Code of Regulations, and pursuant to Government Code section 65596.5, DWR is required to update its MWELo at least every three years; and

WHEREAS, pursuant to 14 CCR section 18989.2, a “jurisdiction shall adopt an ordinance or other enforceable requirement that requires compliance with Sections 492.6(a)(3)(B), (C), (D) and (G) of the Model Water Efficient Landscape Ordinance ... as amended September 15, 2015.”; and

WHEREAS, since 1993, the State’s MWELo has applied to Inyo County by default as the County has not previously formally adopted the State’s MWELo or a local water efficient landscape ordinance; and

WHEREAS, pursuant to Government Code Section 65595, a local government may adopt a water efficient landscape ordinance to implement the State MWELo requirements; and

WHEREAS, the purpose of a water efficient landscaping ordinance is to promote the conservation and efficient use of water, and prevent its waste, while recognizing the values and benefits of landscapes as essential to the quality of life in California; and

WHEREAS, incorporating the State MWELO by reference into the County’s water efficient landscape ordinance will ensure the County remains in compliance with state regulations as they may be amended from time to time, and will improve clarity for County residents and businesses regarding the applicable water efficient landscaping requirements; and

WHEREAS, staff now recommends Inyo County amend Title 17 of the Inyo County Code to adopt the State MWELO and additional requirements specific to Inyo County; and

WHEREAS, on February 28, 2024 the Inyo County Planning Commission held a duly noticed public hearing on the adoption of the proposed ordinance and recommended it for adoption by the Board via Resolution 2024-01.

NOW, THEREFORE, the Board of Supervisors, County of Inyo affirms and adopts the findings of the Inyo County Planning Commission pursuant to Resolution number 2024-01 and based on the evidence before it, independently FINDS and DETERMINES, for the reasons set forth below and elsewhere in the record as follows:

SECTION I. The recitals above are incorporated herein as findings.

SECTION II. Title 17 of the Inyo County Code is hereby amended to add the subject matter title to Title 17, and to add Chapter 17.04 as follows:

“Title 17 – WATER AND LANDSCAPE EFFICIENCY

Chapter 17.04 WATER EFFICIENT LANDSCAPE ORDINANCE

17.04.010 Purpose and Intent.

The purpose of this Chapter is to ensure the design, construction, installation, and maintenance of landscapes within Inyo County meet the requirements of the California Model Water Efficient Landscape Ordinance as out lined in Title 23, Division 2, Chapter 2.7 of the California Code of Regulations and Government Code Section 65595.

17.04.20 Adoption of the California Model Water Efficient Landscape Ordinance.

- A. The California Model Water Efficient Landscape Ordinance adopted by the California Department of Water Resources and as set forth in Chapter 2.7 of Division 2, Title 23, of the California Code of Regulations, (the “MWELO”), and as may be amended from time to time, is hereby adopted and incorporated into this Title by reference as though it were fully set forth herein. In addition to those requirements set forth in the MWELO, an applicant must meet the requirements of this Chapter.

B. At least one copy of the MWELO is on file with the Inyo County Clerk's Office.

17.04.30 Enforcement.

- A. No building permit shall be issued unless the statement of compliance required by Title 23, Division 2, Chapter 2.7 of the California Code of Regulations has been included on the final landscape design plan submitted for plan check approval.
- B. No building permit shall be given a final landscape inspection or issued any certificate of occupancy until the Planning Director receives and approves the Certificate of Completion as required by Title 23, Division 2, Chapter 2.7 of the California Code of Regulations.

17.04.40 Violations.

- A. It is unlawful for any person to remove or cause removal of water-conserving irrigation or equipment contrary to the provisions of this Chapter.
- B. It is unlawful for any person to violate any provision or to fail to comply with any of the requirements of this Chapter. Any person violating any provision of this Chapter or failing to comply with any of its requirements is guilty of a misdemeanor.
- C. This Chapter may be enforced by any remedy allowed under this code, including Chapter 22, and by any other remedy allowed by law.”

SECTION III. Environmental Determination. The proposed code amendment to adopt and incorporate MWELO by reference is exempt from the California Environmental Quality Act (CEQA) because the ordinance adoption is ministerial in that it is required by State regulation and is therefore not a “project” pursuant to CEQA. The proposed code amendment is also covered by the “common sense” rule under California Code of Regulations, Title 14, section 15061(b)(3). Under the common sense rule exemption, projects which have no potential for causing a significant effect on the environment are exempt. This proposed amendment has no possibility of having a significant effect on the environment.

SECTION IV. Severability. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provision or clauses or application of this ordinance which can be implemented without the invalid provision, clause or application; and to this end, the provisions of this ordinance are declared to be severable.

SECTION V. This ordinance shall become effective thirty (30) days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code Section 25124 no later than fifteen (15) days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said fifteen (15) day-period, then the ordinance shall not take effect until thirty (30) days after the date of publication.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Kingsley, Chair
Inyo County Board of Supervisors

ATTEST:

Nate Greenberg, Clerk of the Board

Darcy Ellis, Assistant Clerk of the Board



INYO COUNTY BOARD OF EQUALIZATION

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). (3) 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).

May 21, 2024

1 P.M.

1. **Election of Officers** – The Board of Equalization will elect a Chairperson and Vice Chairperson for calendar year 2024.
2. **Minutes** – Request Board approve the minutes of the November 7, 2023 Board of Equalization meeting.
3. **Oaths** – The Assistant Clerk of the Board will administer oaths to all parties planning to provide testimony during today's proceedings, as well as anyone who will give evidence during the assessment appeal hearing.
4. **Assessment Appeal Hearing** to consider Assessment Appeal No. 2022-03, filed by Douglas E. Hundley/Mt. Williamson Motel and Base Camp LLC concerning Assessor Parcel No. 0021130700.
4. **Adjourn**

MINUTES

County of Inyo Board of EQUALIZATION

November 7, 2023

The Board of Equalization of the County of Inyo, State of California, met in regular session at the hour of 2:00 p.m., on Tuesday, November 7, 2023, in the Board of Supervisors Room, at the County Administrative Center, in Independence, with the following Board Members present: Supervisor Roeser, presiding, Jeff Griffiths, Trina Orrill, Scott Marcellin, and Matt Kingsley. Also present: County Administrator Nate Greenberg, County Counsel John Vallejo, and Clerk of the Board Darcy Ellis.

Minute Approval Moved by Supervisor Orrill and seconded by Supervisor Kingsley to approve the minutes of the Board of Equalization meetings of August 15, 2023. Motion carried unanimously.

Oaths The Assistant Clerk of the Board administered an oath to Ms. Allison Krohn, Auditor-Appraiser with the Assessor's Office, and attorney Mr. Ryan Kircher, representing agent for appellant Denver Gardens.

Assessment
Appeal Hearing – Chairperson Roeser called the case before the Board of Equalization to consider the following
Nos. 2021-07 and Assessment Appeals submitted by Assessment Appeal Advisors, LLC on behalf of Denver Gardens
2022-06 Company:

- Assessment Appeal No. 2021-07 concerning Assessor Parcel No. 008-120-16
- Assessment Appeal No. 2022-06 concerning APN 008-120-16.

Denied

Property Tax Advisor for Denver Gardens Ryan Kircher presented the Applicant's case. He provided the Board with packets of information, which were accepted into evidence.

Assistant Assessor Allison Krohn presented the Assessor's case. She also distributed packets to the Board and they were also accepted into evidence.

The BOE went into closed deliberations at 3:00 p.m. and returned to open session at 3:10 p.m. with all Board members present.

The Board of Equalization ultimately concluded the Applicant did not meet its burden of proof and denied the application.

Adjournment The Chairperson adjourned the Board of Equalization meeting at 3:10 p.m.

Vice Chairperson, Inyo County Board of Equalization

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

PAID

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Mail to: Inyo County Clerk of the Board
 County Administrative Center
 P.O. Drawer N
 Independence, CA 93526
 Phone (760) 878-0373

Non-refundable processing fee of \$22.80 due at time of filing.

APPLICATION NUMBER: Clerk Use Only 2022-03
--

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME Hundley, Douglas E., Mt. Williamson Motel and Base Camp LLC	EMAIL ADDRESS doug@mtwilliamsonmotel.com
--	--

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)
PO Box 128

CITY Independence	STATE CA	ZIP CODE 93526	DAYTIME TELEPHONE (858) 774-2854	ALTERNATE TELEPHONE (760) 878-2121	FAX TELEPHONE ()
-----------------------------	--------------------	--------------------------	---	---	-----------------------------

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)	EMAIL ADDRESS
--	---------------

COMPANY NAME

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
			()	()	()

AUTHORIZATION OF AGENT		<input type="checkbox"/> AUTHORIZATION ATTACHED
<p><i>The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.</i></p> <p><i>The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.</i></p>		
SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE	TITLE	DATE

3. PROPERTY IDENTIFICATION INFORMATION

Yes No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable) 0021130700	ASSESSMENT NUMBER (if applicable) 0021130700	ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable)
---	--	---

PROPERTY ADDRESS OR LOCATION 515 S Edwards St. Independence, CA 93526	DOING BUSINESS AS (DBA), if appropriate
---	---

PROPERTY TYPE SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX

MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____

COMMERCIAL/INDUSTRIAL

BUSINESS PERSONAL PROPERTY/FIXTURES

AGRICULTURAL

MANUFACTURED HOME

WATER CRAFT AIRCRAFT

POSSESSORY INTEREST

VACANT LAND

OTHER: _____

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	\$336,376	\$186,030	
IMPROVEMENTS/STRUCTURES	\$499,309	\$257,139	
FIXTURES			RECEIVED
PERSONAL PROPERTY (see instructions)			AUG 19 2022
MINERAL RIGHTS			
TREES & VINES			Inyo County Administrator Clerk of the Board
OTHER			
TOTAL	\$835,685	\$443,169	12:15 p.m. <i>[Signature]</i>
PENALTIES (amount or percent)			

5. TYPE OF ASSESSMENT BEING APPEALED Check only one. See instructions for filing periods

- REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
 - SUPPLEMENTAL ASSESSMENT
*DATE OF NOTICE: _____ ROLL YEAR: _____
 - ROLL CHANGE ESCAPE ASSESSMENT CALAMITY REASSESSMENT PENALTY ASSESSMENT
*DATE OF NOTICE: _____ **ROLL YEAR: _____
- *Must attach copy of notice or bill, where applicable **Each roll year requires a separate application*

6. REASON FOR FILING APPEAL (FACTS) *See instructions before completing this section.*

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE
 - The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP
 - 1. No change in ownership occurred on the date of _____.
 - 2. Base year value for the change in ownership established on the date of _____ is incorrect.
- C. NEW CONSTRUCTION
 - 1. No new construction occurred on the date of _____.
 - 2. Base year value for the completed new construction established on the date of _____ is incorrect.
 - 3. Value of construction in progress on January 1 is incorrect.
- D. CALAMITY REASSESSMENT
 - Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
- E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
 - 1. All personal property/fixtures.
 - 2. Only a portion of the personal property/fixtures. Attach description of those items.
- F. PENALTY ASSESSMENT
 - Penalty assessment is not justified.
- G. CLASSIFICATION/ALLOCATION
 - 1. Classification of property is incorrect.
 - 2. Allocation of value of property is incorrect (e.g., between land and improvements).
- H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
 - 1. Amount of escape assessment is incorrect.
 - 2. Assessment of other property of the assessee at the location is incorrect.
- I. OTHER
 - Explanation (attach sheet if necessary) _____

7. WRITTEN FINDINGS OF FACTS (\$160 deposit per parcel)

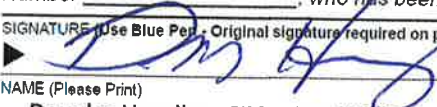
- Are requested. Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND *See instructions.*

- Yes No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)	SIGNED AT (CITY, STATE)	DATE
	Independence, CA	08/11/2022

NAME (Please Print)
Douglas Hundley, CFO—Mt. Williamson Motel and Base Camp LLC

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE

DECLARATION OF SERVICE

I am employed in the County of Inyo, I am over the age of 18 years and I am not a party to the within entitled action. My business address is **P.O. Box N, Independence, CA 93526.**

On **April 23, 2024**, I served the foregoing document(s) described as follows:

LETTER NOTIFYING TAXPAYER/AUTHORIZED AGENT OF RESCHEDULED TAX ASSESSMENT APPEAL HEARING; HEARING DATE CONFIRMATION NOTICE

on the following parties in said action, as shown below,

**MT. WILLIAMSON MOTEL AND BASE CAMP LLC
C/O DOUGLAS E. HUNDLEY
P.O. BOX 128
INDEPENDENCE, CA 93526**

by the following means:

- (By Mail) I personally deposited said envelope(s) with the United States Postal Service at **Independence**, California, with first class postage thereon fully prepaid.
- (By Mail) I deposited such envelope(s) in the mail at **Independence**, California. I am readily familiar with the County's practice whereby the mail, after being placed in a designated area, is given the appropriate first class postage and is deposited with the United States Postal Service on that same day.
- (By Certified Mail) I personally deposited said envelope(s) with the United States Postal Service at **Independence**, California, with first class postage thereon fully prepaid.
- (By e-mail) to the following address: doug@mtwilliamsonmotel.com
- (By Personal Service) I caused such envelope(s) to be delivered personally to the office(s) of addressee(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED:

4/23/24



Darcy Ellis Assistant Clerk
Inyo County Board of Equalization



INYO COUNTY BOARD OF EQUALIZATION

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



April 23, 2024

Mt. Williamson Motel and Base Camp LLC
c/o Douglas E. Hundley
P.O. Box 128
Independence, CA 93526
Email: doug@mtwilliamsonmotel.com

Re: Assessor Parcel No. 0021130700

Dear Mr. Hundley,

Please be advised that the hearing for your application (No. 2022-03) appealing the assessed valuation of the above referenced property to be heard by the Inyo County Board of Equalization at 1 p.m. Tuesday, May 14, in the Board of Supervisors Room, County Administrative Center at 224 N. Edwards, Independence, CA, **has been rescheduled to 1 p.m. Tuesday, May 21.**

I am sorry for the inconvenience. I reached out via email on April 9 but have not heard back. Please let me know if this date will work for you.

At the date and time set forth above you must appear personally at the hearing or be represented by an agent who shall be thoroughly familiar with the facts pertaining to the matter before the Board. Any person, other than an attorney at law, purporting to act as an agent for you shall, prior to the hearing, file with the Clerk written authority, signed by you, to represent you at the hearing. An appearance by an officer or an employee of a corporate applicant or by a relative mentioned by Board of Equalization Rule 320 requires no written authorization. Failure to appear, personally or by an authorized agent, may result in your application being denied. If you are unable to attend the hearing as scheduled your application may be continued by the Board upon your showing of good cause. Good cause may be established only by a written statement signed by the applicant, or his authorized agent, setting forth the facts and circumstances explaining the inability to appear at the scheduled hearing. Such written declaration must be received by the Board of Equalization prior to the date and time of the scheduled hearing.

Denial of an application for lack of appearance of the applicant or his agent may be reconsidered when the applicant furnishes evidence of good cause for the failure to appear or to make a timely request for postponement and files a written request for reconsideration within a period not to exceed 60 days from the date of mailing of the notification of the denial due to lack of appearance.

Applicable law requires that you be provided notification of the following:

- 1. The Board of Equalization is required to find taxable value of the property in question from the evidence presented at the hearing.*
- 2. The Board of Equalization can raise as well as lower or confirm the assessment being appealed.*

3. *The application for a reduction in the assessment of a portion of an improved real property, or a portion of installations which are partially real property and partially personal property, may result in an increase in the unprotested assessment of the other portion or portions of the property which increase will offset, in whole or in part, any reduction in the protest assessment.*

Neither the Assessor, Clerk of the Board of Equalization, members of the Board of Equalization, nor the Board's legal staff can provide you with legal advice or representation concerning this matter. Questions concerning the Inyo County Assessor's valuation of the property in question can be directed to the County Assessor by contacting him at P.O. Box J, Independence, CA 93526, or by telephone at (760) 878-0302. The Application for Changed Assessment will be provided to the Board of Equalization, *without attachments*. You should be prepared to provide your evidence, including any evidence or explanations you attached to the Application, to the Board at the hearing.

Please note that Inyo County charges a \$160 deposit per parcel for written findings of fact (the actual charge may be less or more). Findings may be requested at any time prior to the beginning of your hearing and the fees for this service should be paid before the hearing, but in any case, prior to the end of your hearing. However, if you withdraw your request for findings of facts by the end of the hearing, any fees paid will be refunded by the clerk. Your request, if not designated on the appeal application, can be made in a separate written request to the clerk, or orally on record just prior to the start of your hearing.

Requests for continuances or other correspondence to the Board of Equalization should be addressed to: Clerk of the Board of Equalization, County of Inyo, P.O. Drawer N, Independence, CA 93526; or dellis@inyocounty.us. The Clerk can be contacted at (760) 878-0373.

Included with this correspondence is a Hearing Date Confirmation Notice, which must be returned to the address listed in the above paragraph not less than 21 days prior to the indicated hearing date.

Sincerely,



Darcy Ellis,
Assistant Clerk of the Board

de
xc: David Stottlemire, County Assessor
John-Carl Vallejo, County Counsel

**COUNTY OF INYO
BOARD OF
EQUALIZATION**

P.O. Drawer N, Independence, CA 93526
(760) 878-0373
dellis@inyocounty.us

HEARING DATE CONFIRMATION NOTICE

This confirmation notice must be returned not less than 21 days prior to the indicated hearing date. Mail or fax to the Clerk of the Board at the address shown.

HEARING DATE AND TIME*	APPLICATION NUMBER(S)
HEARING LOCATION	
PARCEL OR ASSESSMENT NUMBER(S)	APPLICANT

* SEVERAL APPLICATIONS MAY BE SET FOR HEARING AT THE SAME TIME, AND EACH WILL BE CONSIDERED AS SOON AS POSSIBLE IN THE ORDER LISTED ON THE AGENDA.

Check one of the boxes below.

I will be present on the scheduled hearing date.

Please bring _____ copies of any evidence you wish to present to the Assessment Appeals Board. (Not necessary for Zoom.)

I request my right to a one-time postponement of my hearing to another hearing date. To schedule your hearing for a future date, please contact the Clerk of the Board at (_____) _____ - _____.

I understand that if this is not my first postponement request, I must appear at the scheduled hearing to request another postponement and give reasonable cause to the appeals board. It is the sole discretion of the board to grant or deny this request. If denied, I must be prepared to proceed with the hearing as scheduled.

If you are requesting a postponement and the date of the currently scheduled hearing is within 120 days of the expiration of the two-year limitations period set by Revenue and Taxation Code section 1604(c), the Clerk will provide you with a waiver (form BOE-305-W) to indefinitely extend and toll the period in which your appeal is to be heard and decided.

I wish to withdraw my application. Withdrawals are final and will conclude any further action on the appeal. (Your attendance at the hearing is not required.)

I understand that my withdrawal may only be granted if the assessor has not provided me with a written notice of an intention to recommend an increase in the assessed value of the property. Additionally, the county Board can decide to review an assessment even though the Assessor and applicant may have agreed to withdraw the appeal.

I have signed a stipulation with the assessor's office. (Your attendance at the hearing is not required.)

In order to ensure proper scheduling of assessment appeals hearings, you must complete and return this form not less than 21 days prior to the date of your hearing. Failure to return this confirmation notice may result in your case being removed from the agenda on the scheduled date. Failure to appear at the scheduled hearing by you or an authorized representative may result in your application being abandoned and denied for lack of appearance unless you have requested a postponement.

CERTIFICATION

I certify under penalty of perjury that I am the owner, or person authorized to sign on behalf of the owner, of the above referenced property.

SIGNATURE ▶	DATE
PRINT NAME OF AUTHORIZED SIGNER	TITLE
COMPANY NAME	EMAIL ADDRESS

FILING STATUS

- OWNER
 AGENT
 ATTORNEY
 SPOUSE
 REGISTERED DOMESTIC PARTNER
 CHILD
 PARENT
 PERSON AFFECTED
 CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____
 CORPORATE OFFICER OR DESIGNATED EMPLOYEE

COUNTY OF INYO
 BOARD OF
 EQUALIZATION

P.O. Drawer N, Independence, CA 93526
 (760) 878-0373
 dellis@inyocounty.us

BOE-305-CN REV. 01 (09-10)

HEARING DATE CONFIRMATION NOTICE

This confirmation notice must be returned not less than 21 days prior to the indicated hearing date. Mail or fax to the Clerk of the Board at the address shown.

HEARING DATE AND TIME: MAY 21, 2024 1:00 PM

APPLICATION NUMBER(S): 2022-03

HEARING LOCATION: SUPERVISOR ROOM 224 N EDWARDS

PARCEL OR ASSESSMENT NUMBER(S): _____

APPLICANT: DOUGLAS HUNDLEY, MTWILLIAMS

* SEVERAL APPLICATIONS MAY BE SET FOR HEARING AT THE SAME TIME, AND EACH WILL BE CONSIDERED AS SOON AS POSSIBLE IN THE ORDER LISTED ON THE AGENDA.

Check one of the boxes below.

I will be present on the scheduled hearing date.

Please bring 8 copies of any evidence you wish to present to the Assessment Appeals Board. (Not necessary for Zoom.)

I request my right to a one-time postponement of my hearing to another hearing date. To schedule your hearing for a future date, please contact the Clerk of the Board at (760) 878 - 0373.

I understand that if this is not my first postponement request, I must appear at the scheduled hearing to request another postponement and give reasonable cause to the appeals board. It is the sole discretion of the board to grant or deny this request. If denied, I must be prepared to proceed with the hearing as scheduled.

If you are requesting a postponement and the date of the currently scheduled hearing is within 120 days of the expiration of the two-year limitations period set by Revenue and Taxation Code section 1604(c), the Clerk will provide you with a waiver (form BOE-305-W) to indefinitely extend and toll the period in which your appeal is to be heard and decided.

I wish to withdraw my application. Withdrawals are final and will conclude any further action on the appeal. (Your attendance at the hearing is not required.)

I understand that my withdrawal may only be granted if the assessor has not provided me with a written notice of an intention to recommend an increase in the assessed value of the property. Additionally, the county Board can decide to review an assessment even though the Assessor and applicant may have agreed to withdraw the appeal.

I have signed a stipulation with the assessor's office. (Your attendance at the hearing is not required.)

In order to ensure proper scheduling of assessment appeals hearings, you must complete and return this form not less than 21 days prior to the date of your hearing. Failure to return this confirmation notice may result in your case being removed from the agenda on the scheduled date. Failure to appear at the scheduled hearing by you or an authorized representative may result in your application being abandoned and denied for lack of appearance unless you have requested a postponement.

CERTIFICATION

I certify under penalty of perjury that I am the owner, or person authorized to sign on behalf of the owner, of the above referenced property.

SIGNATURE: [Signature] DATE: APR 27 - 2024

PRINT NAME OF AUTHORIZED SIGNER: DOUGLAS HUNDLEY TITLE: CFO

COMPANY NAME: MTWILLIAMS MOTEL AND BASK CAMP EMAIL ADDRESS: DOUG@MTWILLIAMSMPOTEL.COM

FILING STATUS

OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED

CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ CORPORATE OFFICER OR DESIGNATED EMPLOYEE



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

May 21, 2024

Reference ID:
2024-362

Request for Increase to Election Worker Stipend Rates Clerk-Recorder ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Sexton, Clerk/Recorder

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

Approve Resolution No. 2024-19, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Inyo County Clerk-Recorder, Registrar Establishing New Election Worker Stipend Rates," which will repeal prior order of current rates, and update stipend rates for Election Workers, to be effective beginning with Election Worker services provided for the November 5, 2024 Presidential General Election.

BACKGROUND / SUMMARY / JUSTIFICATION:

County elections officials depend on reliable, dedicated teams of election workers to make every Election Day run successfully. Election workers on site at polling place locations are known as Poll Workers (a.k.a. Technicians, Inspectors, Clerks, and Student Poll Workers). They collectively perform valuable community service by assisting fellow voters at the precinct polling sites on election day. Among their duties are ensuring voters are at the correct precinct, ensuring Voter Rights are upheld, verifying voter registration, issuing ballots, giving voting procedure instructions, operating ADA voting equipment, managing the Rosters, and maintaining an orderly flow at the polling place. They are a critical part of the election process and an important ingredient to ensure the conduct of elections is accurate and fair.

In addition to Poll Workers, we also have election processing responsibilities performed by members of our communities as election workers. These other tasks include:

- **Election Ballot Collectors:** Transporting ballots on election night to our office and regularly for our far-southern county areas
- **Election Night Workers:** Assisting on election night at our office with receiving ballots and elections goods
- **Mailed Ballot Board and Ballot Scanning Board:** Reconciling, opening, and scanning of all mailed ballots
- **Audit Board:** performing the post-election hand tally audit

Having our elections directly carried out by the public creates a transparent and fair election process.

The current stipend rates for election workers, as set by the Inyo County Board of Supervisors in 2008 are:

Technician	\$150.00
Inspector	\$100.00
Election Clerk/Poll Worker	\$80.00
Student Poll Worker	\$80.00
Training Class Attendance	\$30.00

These rates have not changed for the past sixteen years as they have been in place since 2008, and were in-line with minimum wage set at that time. As increasing these rates is overdue, it is also important to take this opportunity to create a better structure of our paid-volunteer election workers, to create an environment that allows for part-time shifts, and better classifies the various worker positions. For this, I am presenting an Election Worker Stipend Pay Schedule that identifies unique positions and estimates the average hours per position. The new structure sets these positions to an amount closer to the current minimum wage.

Suggested Changes	Average Hours	proposed Stipend	Hourly Wage
Technician Training*	5	\$ 80.00	\$ 16.00
Polling Place Training		\$ 50.00	\$ 12.50
Bishop Voting Location Coordinator*	4	\$ 240.00	\$ 18.46
Election Day Technician	13	\$ 230.00	\$ 17.69
Election Day Inspector	13	\$ 220.00	\$ 16.92
Election Day Clerk	11	\$ 180.00	\$ 16.36
Election Day Student Poll Worker	11	\$ 180.00	\$ 16.36
Election Part-Day Clerk*	6	\$ 100.00	\$ 16.67
Election Night Worker*	5	\$ 80.00	\$ 16.00
Election Ballot Collector*	3	\$ 50.00	\$ 16.67
Election Board Worker*	7	\$ 120.00	\$ 17.14

*new positions

New positions will not create positions not previously paid; it is designed to better pay and classify all current positions that are lumped in currently as "Election Clerk"

Bishop Voting Location Coordinator is currently a duty performed by Election Department staff. In prior elections due to staffing shortages, selected Inspectors performed this duty. This will justify them providing a higher class of responsibility for elections if our office staff are unavailable to be at the main Bishop voting location on Election Day. Our intention is to have this performed by our own staff, and only reserve this position if we have a staffing shortage.

More information regarding Election Workers is available on our website:

<https://elections.inyocounty.us/become-a-poll-worker/>.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	01100
Budgeted?	NA	Object Code	5316
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
N/A; changes effective in new fiscal year starting with the November General Election.			
Future Fiscal Year Impacts			
Estimated to increase expenses by approximately \$10k per election.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not adopt the new Election Worker Stipend Pay Schedule, and the County Clerk-Recorder/Elections Office will continue to use the current stipend rates set. This may result in challenges to recruit and retain volunteers with skills we need.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Administration, County Counsel

ATTACHMENTS:

- Resolution No. 2024-19 - Election Worker Stipend Pay Rates

APPROVALS:

Danielle Sexton	Created/Initiated - 5/7/2024
Darcy Ellis	Approved - 5/7/2024
John Vallejo	Approved - 5/7/2024
Amy Shepherd	Approved - 5/13/2024
Nate Greenberg	Final Approval - 5/15/2024

RESOLUTION NO. 2024-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE INYO COUNTY CLERK-RECORDER, REGISTRAR ESTABLISHING NEW ELECTION WORKER STIPEND RATES

WHEREAS, the Board of Supervisors of the County of Inyo finds that the electoral process is fundamental to our system of government and is served by providing voters with election polls that are fully staffed with qualified and trained Election Workers; and

WHEREAS, there is a desire to increase the stipend amount for volunteers serving as Inyo County Election Workers; and

WHEREAS, the Board of Supervisors of the County of Inyo acknowledges and commends County Election Workers for their exemplary service and dedication.

NOW THEREFORE BE IT RESOLVED BY THE INYO COUNTY BOARD OF SUPERVISORS, as follows:

1. All prior set Election Worker stipend rates are hereby rescinded:
2. The County of Inyo authorizes stipends for Elections Workers, so long as the Elections Department has included sufficient appropriations in their current and relevant budget adopted by the Board of Supervisors, as follows:

Election Worker Positions	Stipend
Technician Training	\$ 80.00
Polling Place Training	\$ 50.00
Bishop Voting Location Coordinator	\$240.00
Election Day Technician	\$230.00
Election Day Inspector	\$220.00
Election Day Clerk	\$180.00
Election Day Student Poll Worker	\$180.00
Election Part-time Clerk/Worker	\$100.00
Election Night Worker	\$ 80.00
Election Ballot Collector	\$ 50.00
Election Board Worker	\$120.00

[CONTINUED ON NEXT PAGE]

3. Election Workers driving private vehicles for the purpose of performing election services, as approved by the Inyo County Registrar, shall be reimbursed mileage per the then applicable travel reimbursement rates to Inyo County employees for all travel consisting of driving from home to the summoned election location, if travel exceeds 15 miles one way.

Passed and adopted this _____ day of _____, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Matt Kingsley, Chair
Inyo County Board of Supervisors

ATTEST: Nate Greenberg

Clerk of the Board

By _____
Darcy Ellis
Assistant Clerk of the Board



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

May 21, 2024

Reference ID:
2024-361

Inyo County/Los Angeles Standing Committee Meeting - May 30, 2024 Water Department NO ACTION REQUIRED

ITEM SUBMITTED BY

Holly Alpert, Water Director

ITEM PRESENTED BY

Holly Alpert, Water Director

RECOMMENDED ACTION:

Provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for May 30, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

The next meeting of the Inyo County/Los Angeles Standing Committee will be hosted by Inyo County in person at the Inyo County Board Chambers in Independence on May 30, 2024. Pursuant to Resolution 99-43 and the Long-Term Water

Agreement, your Board sets policy for the County's representatives to the Standing Committee. The Water Department requests your Board provide direction to the County's Standing Committee representatives.

The Standing Committee agenda was in development at the time this agenda request was prepared. A draft agenda will be circulated when it is completed. We anticipate the following items to be on the agenda: Reviewing the 2024-25 LADWP Annual Owens Valley Operations Plan and setting Lower Owens River Project seasonal habitat flows and Blackrock Waterfowl Management Area flooded acreage. Additional items may be added and will be presented to the Board.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	024102
Budgeted?	Yes	Object Code	
Recurrence	As-needed Expenditure		
Current Fiscal Year Impact			
Travel expenses and stipends for Water Commissioners to attend Standing Committee meetings in Inyo County are provided.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Los Angeles Department of Water and Power, California Department of Fish and Wildlife

ATTACHMENTS:

APPROVALS:

Holly Alpert	Created/Initiated - 5/3/2024
Darcy Ellis	Approved - 5/3/2024
Holly Alpert	Approved - 5/7/2024
Keri Oney	Approved - 5/7/2024
John Vallejo	Approved - 5/7/2024
Amy Shepherd	Approved - 5/13/2024
Nate Greenberg	Final Approval - 5/14/2024

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

ABC 211 (6/99)

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

File Number: **658562**
 Receipt Number: **2887942**
 Geographical Code: **1400**
 Copies Mailed Date: **April 26, 2024**
 Issued Date: **SS**

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **ALABAMA HILLS CAFE, BAKERY & BAR LLC**
 Name of Business: **ALABAMA HILLS CAFE, BAKERY & BAR**
 Location of Business: **325 S MAIN ST
 LONE PINE, CA 93545**

County **INYO**

Is Premises inside city limits **No** Census Tract: **0008.00**

Mailing Address:(If different from premises address) **8605 SANTA MONICA BLVD
 #450384
 WEST HOLLYWOOD, CA 90069**

Type of license(s): **47** Dropping Partner: Yes No

Transferor's license/name: **585366 / INYO PROPERTIES, LLC**

RECEIVED

MAY 06 2024

Inyo County Administrator
 Clerk of the Board

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
47 - On-Sale General Eating Place	PER	Y			
<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	PERSON TO PERSON TRF	NA	0	04/26/24	\$1,470.00
47 - On-Sale General Eating Plac	ANNUAL FEE	P0	0	04/26/24	\$925.00
				Total	\$2,395.00

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

STATE OF CALIFORNIA County of INYO

Date: April 26, 2024

Applicant Name(s)

ALABAMA HILLS CAFE, BAKERY & BAR LLC