

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

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

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

#### <u>June 4, 2019</u>

#### 8:30 a.m. 1. PUBLIC COMMENT

#### **CLOSED SESSION**

- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – Bishop Paiute Tribe v. Inyo County; Jeff Hollowell, Inyo County Sheriff; Thomas Hardy, Inyo County District Attorney; United States District Court Eastern District of California Court Case No. 1:15-CV-00367-JLT.
- 3. **CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION –** Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (one case).
- 4. **CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION –** Significant exposure to potential litigation pursuant to (2) of subdivision (d) of Government Code §54956.9 (*one case*).
- 5. CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

#### 10:00 a.m. PLEDGE OF ALLEGIANCE

- 6. **REPORT ON CLOSED SESSION**
- 7. PUBLIC COMMENT
- 8. COUNTY DEPARTMENT REPORTS (Reports limited to two minutes)
- 9. **INTRODUCTIONS** The following new employees will be introduced to the Board: Leslie Chapman, Assistant County Administrator; Sunny Paszkiewicz, Residential Caregiver, and Chrystina Pope, Psychotherapist, Health and Human Services.

#### DEPARTMENTAL – PERSONNEL ACTIONS

10. <u>HEALTH & HUMAN SERVICES</u> – Eastern Sierra Area Agency on Aging/IC-GOLD – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) BPAR Program Services Assistant I, II, or III exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where due to the part-time nature of this position it is unlikely the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be most appropriate to ensure qualified candidates apply; and C) approve the hiring of one (1) BPAR Program Services Assistant, either a I at Range 39PT (\$11.93 - \$14.48/hr.), a II at Range 42PT (\$12.75 - \$15.52/hr.), or a III at Range 50PT (\$15.35 - \$18.63/hr.), depending upon qualifications.

#### CONSENT AGENDA (Approval recommended by the County Administrator)

#### CLERK OF THE BOARD

- 11. Request Board re-appoint Robert Vance to one unexpired four-year term on the Big Pine Cemetery District Board of Trustees ending November 1, 2022 and appoint Pat Calloway to an unexpired four-year term on the Big Pine Cemetery District Board of Trustees ending May 31, 2023. (Notice of Vacancy resulted in requests for appointment being received from Mr. Vance and Ms. Calloway.)
- 12. Request Board re-appoint Ted Metz to a four-year term on the Bishop Rural Fire Protection District Board of Trustees ending July 1, 2023. (Notice of Vacancy resulted in request for appointment being received from Mr. Metz.)
- 13. Request Board re-appoint Irene Kritz to one unexpired four-year term on the Mt. Whitney Cemetery District Board of Trustees ending May 1, 2023, re-appoint Marlene Cierniak to an unexpired four-year term ending May 31, 2023, and appoint Donna Gruenewald to an unexpired four-year term ending May 31, 2023. (*Notice of Vacancy resulted in requests for appointment being received from Ms. Kritz, Ms. Cierniak, and Ms. Gruenewald.*)
- 14. Request Board re-appoint Leslie Scott and Arlene Pearce each to four-year terms on the Pioneer Cemetery District Board of Trustees ending June 1, 2023. (Notice of Vacancy resulted in requests for appointment being received from Ms. Scott and Ms. Pearce.)

#### CLERK-RECORDER-REGISTRAR OF VOTERS

15. Request Board authorize the Inyo County Clerk-Recorder and Registrar of Voters to enter into a no-fee Memorandum of Understanding with the County of El Dorado for DemocracyLive's LiveBallot/OmniBallot, for a period of 24 months, and authorize the Clerk-Recorder to sign contingent upon all appropriate signatures being obtained.

#### **COUNTY ADMINISTRATOR**

- 16. *Motor Pool* Request Board approve a purchase order in the amount of \$91,893.47 payable to Government Marketing and Procurement, LLC for the purchase of fleet management software through Agile Fleet.
- 17. **Recycling & Waste Management** Request Board approve a two-year extension of the contract with TEAM Engineering for Landfill Monitoring and Reporting Services, in an amount not to exceed \$383,079 for the two-year period, contingent upon the Board's adoption of future budgets.

#### HEALTH & HUMAN SERVICES

18. Behavioral Health – Request Board approve an addendum to the Memorandum of Understanding between the California Health and Wellness Plan and Inyo County Health & Human Services Behavioral Health Division describing the responsibilities for Substance Use Disorder services for Medi-Cal beneficiaries, and authorize the HHS Deputy Director-Behavioral Health Division to sign.

#### PUBLIC WORKS

19. Request Board authorize a blanket purchase order in the amount of \$20,000 payable to Cutting Edge Supply for plow and sweeper parts.

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

- 20. <u>AUDITOR-CONTROLLER/COUNTY ADMINISTRATOR</u> Request Board: A) amend the Fiscal Year 2018-2019 Treasurer-Tax Collector General Budget (Budget 010500) as follows: increase estimated revenue in Delinquent Tax Sale Fee (Revenue Code 4605) by \$20,000 and increase appropriation in General Revenue & Expenditures (Budget 011900) Operating Transfers Out (Object Code 5801) by \$20,000; and B) amend the Fiscal Year 2018-2019 Deferred Maintenance Budget (Budget 011501) as follows: increase estimated revenue in Operating Transfer In (Object Code 4998) by \$20,000 and increase appropriation in Maintenance of Structures (Object Code 5191) by \$20,000.
- <u>HEALTH & HUMAN SERVICES</u> Request Board approve a proclamation titled, "Proclamation of the Board of Supervisors, County of Inyo, State of California Declaring June 2019 as Elder Abuse Awareness Month in Inyo County."
- 22. <u>HEALTH & HUMAN SERVICES</u> Request Board ratify and approve Phase II of the Memorandum of Understanding between and among Kern, Inyo and Mono counties outlining the provision of services under the federal Workforce Innovation and Opportunity Act, for the period of January 1, 2018 through August 31, 2020, and authorize the HHS Director to sign and submit as instructed.
- 23. <u>HEALTH & HUMAN SERVICES</u> Behavioral Health Request Board approve Resolution No. 2019-25, requesting CalPERS approve an exception to the 180-day wait period generally required between retirement and hiring a retired annuitant, in order to ensure that Dr. Jeanette Schneider is able to continuously provide critically needed psychiatry services for clients of Inyo County HHS-Behavioral Health.
- <u>HEALTH & HUMAN SERVICES</u> Fiscal Request Board ratify and approve purchases during Fiscal Year 2018-2019 from Triple P America in the amount of \$15,982, including a blanket purchase order in the amount of \$10,000 for the remainder of the fiscal year.
- 25. <u>CLERK OF THE BOARD</u> Request Board approve the minutes of the regular Board of Supervisors meetings of May 21, 2019 and May 28, 2019.

**TIMED ITEMS** (Items will not be considered before scheduled time but may be considered any time after the scheduled time)

10:30 a.m. 26. <u>HEALTH & HUMAN SERVICES/PLANNING</u> – Request Board receive a workshop from HHS, Planning, and community partners that offers background on the issue of homelessness and affordable housing, discusses current efforts, provides an overview of the current options being considered, and requests Board's direction in regards to these options.

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

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

#### 27. PUBLIC COMMENT

#### BOARD MEMBER AND STAFF REPORTS

#### **CORRESPONDENCE – INFORMATIONAL**

California Highway Patrol – Report submitted pursuant to Health and Safety Code Section 25180.7 (Prop 65) regarding the illegal discharge (or threatened illegal discharge) of hazardous waste on U.S. 395 1.6 miles south of Gill Station/Coso Road.

California Highway Patrol – Report submitted pursuant to Health and Safety Code Section 25180.7 (Prop 65) regarding the illegal discharge (or threatened illegal discharge) of hazardous waste on U.S. 395 1.2 miles south of Lake Village Road.

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## FROM: HEALTH & HUMAN SERVICES – ESAAA/IC-GOLD

#### FOR THE BOARD MEETING OF: June 4, 2019

**SUBJECT:** Request to hire one B-PAR Program Services Assistant (PSA) I, II, or III in the ESAAA/IC-GOLD program.

## DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of funding for the requested position exists in a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where due to the part-time nature of this position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one B-Par PSA, either a I at Range 39 PT (\$11.93 \$14.48/hr.), a II at Range 42PT (\$12.75 to \$15.52/hr.), or a III at range 50PT (\$15.35 to \$18.63/hr.) depending upon qualifications.

## CAO RECOMMENDATION:

## SUMMARY DISCUSSION:

A B-PAR Program Services Assistant (PSA) position recently became vacant in the ESAAA program. This parttime, up to 29 hours per week, position provides support services including, but not limited to: assisting the cook in the kitchen with meal prep/clean-up or serving of meals, meal delivery to home bound seniors, assisted transportation to medical appointments and homemaking services. The PSA is also available to provide support in other program functions during staff absences in both the Bishop and Lone Pine facilities.

We are respectfully requesting permission to fill this vacancy at a B-Par PSA I, II, or III level in order to ensure the provision of services at our Bishop and Lone Pine Senior Centers.

## ALTERNATIVES:

The Board could choose not to allow HSS to hire the B-Par PSA I, II, or III position, which would impact the ability of the Senior Program to ensure adequate coverage of meal delivery routes and other support services, especially during periods of staff absences. This may lead to higher costs for the ESAAA program if absences are covered by higher paid staff and/or staff who have to travel from one site to the other in order to provide coverage.

## OTHER AGENCY INVOLVEMENT:

None

## FINANCING:

State, Federal and County General funds. This position is budgeted 60% in ICGOLD (056100) and 40% in ESAAA (683000) in the salaries and benefits object codes.

APPROVALS	
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved:
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk) Approved:

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FROM: Clint G. Quilter, Clerk of the Board, County Administrator BY: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: June 4, 2019

SUBJECT: Appointments to Big Pine Cemetery District Board of Trustees

**DEPARTMENTAL RECOMMENDATION:** Request Board re-appoint Robert Vance to one unexpired four-year term on the Big Pine Cemetery District Board of Trustees ending November 1, 2022 and appoint Pat Calloway to an unexpired four-year term on the Big Pine Cemetery District Board of Trustees ending May 31, 2023. (Notice of Vacancy resulted in requests for appointment being received from Mr. Vance and Ms. Calloway.)

SUMMARY DISCUSSION: Your Board has appointing authority over the Big Pine Cemetery District Board of Trustees. Two of the five terms on the board were set to expire in May, and one of the other terms had expired in November. A Notice of Vacancy was published and posted and letters were sent to the holders of those terms, according to your Board's policy. A fourth, long-standing vacancy (unsuccessfully filled despite several recruitment attempts) was also re-advertised. The recruitment vielded requests for appointment from incumbent Robert Vance and newcomer Pat Calloway. Incumbents Joseph Steward and Carolyn Redden notified the Assistant Clerk of the Board that they would be resigning and not submitting requests for reappointment. It is recommended that Ms. Calloway be appointed to one of the terms being vacated by these incumbents, and that the two remaining vacancies – unexpired terms ending June 30, 2022 and May 31, 2023 - be re-advertised at a future date.

ALTERNATIVES: The Board could choose to not make the appointments, but this is not recommended as the applicants are qualified and ready to serve, and opening another application period could jeopardize the Cemetery Board's ability to hold a quorum.

#### **OTHER AGENCY INVOLVEMENT: N/A**

FINANCING: There are no costs associated with this appointment outside of advertising the Notice of Vacancy.

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must the reviewed and approved by county counsel prior to submission to the board clerk.)
N/A	
	Approved:Date
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior submission to the board clerk.)
N/A	
	Approved:Date
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior submission to the board clerk.)
N/A	
	Approved:Date

P.O. Box 204

Big Pine, CA 93513

May 14, 2019

Dear Ms. Ellis and the Inyo County Board of Supervisors,

I will not be requesting reappointment to the Big Pine Cemetery District Board of Trustees.

Sincerely yours,

Joseph Steward

JOCB. Stevend



May 16, 2019

Honorable Board of Supervisors

Dear Honorable Members:

My name is Robert Vance and I would like to be considered again for a seat on the Big Pine cemetery district board.

I have spent the past several months as a Board member, have found it very interesting and would like to continue.

My wife and I raised all our children here and currently our 5 children and their families live here. We have a considerable number of family that currently occupy the Crocker Street and Woodman cemeteries and appreciate the changes and improvements made over the past several years and I would like to see and be a part of that continuing.

I am currently retired (working part time), so time is not a problem.

My contact information is P. O. Box 465, Telephone # 760-938-0046, cell # 760-263-4259 and

e-mail, ess@suddenlink.net

Thank You for your consideration:

Robert Vance

Pat Calloway

201 Terrace Drive

Big Pine, California 93513

# RECEIVED

2019 MAY 21 AM 8: 04

NYO COUNTY AWNISTATIS REAK OF THE POLED

Darcy Ellis

County of Inyo

Independence, California 93526

Dear Ms. Ellis,

I am seeking to fill the vacant position on the Big Pine Cemetery Board of Directors. I have lived in Big Pine for sixty years and have served as a member and/or president of various boards in the community and the county. The following is a partial list of the committees I have served on:

Methodist church Sunday school teacher and superintendent

Pre-school president

**PTA President** 

**Big Pine Schools Band Booster President** 

First woman member Big Pine Lions Club

**Big Pine Lions Club President** 

Inyo County Mental Health board President

**Big Pine Civic Club President** 

**Big Pine School Board of Trustees/President** 

Inyo county Board of Education /President

Northern Inyo Hospital 5th District board member

**United Methodist Women/President** 

Athena Club member

I made the decision early in my marriage that I would make Big Pine "my Town" and that decision was the leading factor to my involvement in the many organizations I was involved in. I believe I can bring my years of active board experience as an asset to the Big Pine Cemetery Board.

May 13, 2019

Thank you for your consideration,

Pat Calloway

I can be contacted at 760-938-2304 home e-mail <u>calloway@suddenlink.net</u> Cell 775-335-5054

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FROM:Clint G. Quilter, Clerk of the Board, County AdministratorBY:Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: June 4, 2019

SUBJECT: Appointment to Bishop Rural Fire Protection District Board of Trustees

**DEPARTMENTAL RECOMMENDATION:** Request Board re-appoint Ted Metz to a four-year term on the Bishop Rural Fire Protection District Board of Trustees ending July 1, 2023. (Notice of Vacancy resulted in request for appointment being received from Mr. Metz.)

**SUMMARY DISCUSSION:** Your Board has appointing authority over the Bishop Rural Fire Protection District Board of Trustees. The Assistant Clerk of the Board was notified May that a term on the Fire District Board was set to expire in July. A Notice of Vacancy was published and posted and a letter was sent to the holder of that term, according to your Board's policy. The recruitment yielded a request for appointment from the incumbent, Ted Metz.

<u>ALTERNATIVES</u>: The Board could choose to not make the appointments, but this is not recommended as the applicant is qualified and ready to serve.

#### OTHER AGENCY INVOLVEMENT: N/A

**FINANCING:** There are no costs associated with this appointment outside of advertising the Notice of Vacancy.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)
N/A	
	Approved:Date
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to
N/A	submission to the board clerk.)
	Approved:Date
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to
<b>N</b> // <b>A</b>	submission to the board clerk.)
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210 Mount Tom Road Bishop, CA 93514

# RECEIVED 2019 MAY 21 AM 8: 04

INYO COUNTY AFMINISTRATOR OFFICE POARD

May 17, 2019

Board of Supervisors Inyo County P. O. Drawer N Independence, CA 93526

Subject: Bishop Rural Fire Protection District

Dear Sirs:

I request reappointment to the Bishop Rural Fire Protection District Board of Trustees for the term ending July 1, 2023. My current term ends July 1, 2019.

My past service has been very helpful in understanding the challenges and opportunities facing the BRFPD as we continue the relationship with the City of Bishop and service to the Bishop Paiute Tribe,.

If you have any questions please contact me.

Sincerely;

Ted metz

Ted Metz 760-872-6599 Home 760-920-5117 Cell

cc: Chair Mike Holland Chief Joe Dell

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FROM:Clint G. Quilter, Clerk of the Board, County AdministratorBY:Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: June 4, 2019

SUBJECT: Appointments to Mt. Whitney Cemetery District Board of Trustees

**DEPARTMENTAL RECOMMENDATION:** Request Board re-appoint Irene Kritz to one unexpired four-year term on the Mt. Whitney Cemetery District Board of Trustees ending May 1, 2023, re-appoint Marlene Cierniak to an unexpired four-year term ending May 31, 2023, and appoint Donna Gruenewald to an unexpired four-year term ending May 31, 2023. (Notice of Vacancy resulted in requests for appointment being received from Ms. Kritz, Ms. Cierniak, and Ms. Gruenewald.)

**SUMMARY DISCUSSION:** Your Board has appointing authority over the Mt. Whitney Cemetery District Board of Trustees. Three of the five terms were set to expire in May. A Notice of Vacancy was published and posted and letters were sent to the holders of those terms, according to your Board's policy. The recruitment yielded requests for appointment from incumbents Irene Kritz and Marlene Cierniak and newcomer Donna Gruenewald. A third incumbent, Linda Duarte, notified the Assistant Clerk of the Board, of her intention to resign and not to submit a request for reappointment. It is recommended Ms. Gruenewald be appointed to the term being vacated by Ms. Duarte.

<u>ALTERNATIVES</u>: The Board could choose to not make the appointments, but this is not recommended as the applicants are qualified and ready to serve, and opening another application period could jeopardize the Cemetery Board's ability to hold a quorum.

#### OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There are no costs associated with this appointment outside of advertising the Notice of Vacancy,

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

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May 24, 2019

Darcy Ellis

Assistant clerk of the Board of Supervisors

# RECEIVED

2019 MAY 30 PM 1: 24

HIYO COUNTY AN USTRATCR Please accept this letter as notice of my resignation as of May 81 RATCR Please accept this letter as notice of my resignation as of May 81, 2019 from my position as a Trustee on the Board for the Mt. Whitney Cemetery District.

Sincerely,

inda R Quarte

Linda Duarte

# RECEIVED

## 2019 MAY 22 PM 12: 25

May 17, 2019

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Board of Supervisors County of Inyo

To Whom It May Concern:

Subject: Renewal of Appointment to the Board of the Mt. Whitney Cemetery District

I would like to apply to renew my position on the Mt. Whitney Cemetery District Board of Directors as a trustee.

There are a number of projects we are completing, and I would like to be a part of them. Also, I am familiar with what the District needs and the long-term goals that we're working towards.

Thank you for considering the renewing of my term of service.

Sincerely,

Irene Kritz

Address: 650 Alabama Drive Lone Pine, CA 93545

# RECEIVED

# 2019 MAY 23 PM 3: 21

May 17, 2019

NYO COUNTY ABMINISTRATOR DIERK OF THE COARD

Board of Supervisors County of Inyo

To Whom It May Concern:

Subject: Renewal of Appointment to the Board of the Mt. Whitney Cemetery District

I would like to apply to renew my position on the Mt. Whitney Cemetery District Board of Directors as a trustee.

There are a number of projects we're completing, and I would like to be a part of them, as I am familiar with what the District needs and the long-term goals of those projects now in process.

Thank you for considering renewing my term of service.

Sincerely,

marlene Cerniak

Marlene Cierniac

Address: P.O. Box 112 Lone Pine, CA 93545

#### **Darcy Ellis**

From:	Donna Gruenewald <donnasewandsew@gmail.com></donnasewandsew@gmail.com>
Sent:	Tuesday, May 28, 2019 9:58 AM
То:	Darcy Ellis
Subject:	Appointment to the Board of the Mt. Whitney Cemetery District

I would like to apply to serve on the Mt Whitney Cemetery Dist. Board as a trustee.

There are a number of projects I know they are completing that I would like to be a part of. Also, I am familiar with what the district needs and the goals they are working toward.

Thank you for considering my request.

Sincerely, Donna Gruenewald 551 Alabama Dr. Lone Pine, CA 93545

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**FROM:** Clint G. Quilter, Clerk of the Board, County Administrator **BY:** Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: June 4, 2019

SUBJECT: Appointments to Pioneer Cemetery District Board of Trustees

**<u>DEPARTMENTAL RECOMMENDATION</u>**: Request Board re-appoint Leslie Scott and Arlene Pearce each to four-year terms on the Pioneer Cemetery District Board of Trustees ending June 1, 2023. (Notice of Vacancy resulted in requests for appointment being received from Ms. Scott and Ms. Pearce.)

**SUMMARY DISCUSSION:** Your Board has appointing authority over the Pioneer Cemetery District Board of Trustees. The District Secretary notified the Assistant Clerk of the Board in May that two of the three terms on the Cemetery Board were set to expire in June. A Notice of Vacancy was published and posted and letters were sent to the holders of those terms, according to your Board's policy. The recruitment yielded requests for appointment from incumbents Leslie Scott and Arlene Pearce.

<u>ALTERNATIVES</u>: The Board could choose to not make the appointments, but this is not recommended as the applicants are qualified and ready to serve, and opening another application period could jeopardize the Cemetery Board's ability to hold a quorum.

#### OTHER AGENCY INVOLVEMENT: N/A

**FINANCING:** There are no costs associated with this appointment outside of advertising the Notice of Vacancy.

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

L & D

Date: 05-29-19

#### DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Inyo County Board of Supervisors PO Box N Independence California 93526 INYO COUNTY ADDRESTRATOR ELERK OF THE DAARD

Ladies and gentlemen, my name is Leslie Scott. I am currently on the Pioneer Cemetery District board and have been since 2003. My term is almost over and I would greatly appreciate another appointment to serve another term.

Thank you for your support.

Sincerely,

Leslie Scott

Leslie Scott Chairperson

## **Darcy Ellis**

From: Sent: To: Subject: Arlene Pearce <inyolevi@gmail.com> Thursday, May 23, 2019 2:21 PM Darcy Ellis Request for reappointment to the Pioneer Cemetery District Board of Trustees

Inyo County Board of Supervisors

Dear Members of the Board,

My term on the Pioneer Cemetery District Board of Directors expires next month. I am requesting to be reappointed for the next term.

I have been privileged to serve on the board since 1995 and hope to continue in that capacity.

Five generations of my family are buried at Pioneer Cemetery and one of my interests is maintaining the historical importance of these cemeteries and the need for continuing care of the many old markers.

Over the years of my service, working with our Administrator, our board has continued to upgrade the district's record keeping, and staying current with changing cemetery laws.

We have dedicated employees who maintain the cemetery grounds in an exemplary manner.

Our cemeteries are very much a part of the community. I believe an interested and caring board and Administrator make these cemeteries a beautiful and comforting place for families visiting the resting place of loved ones. And it is very important to the board that families making final arrangements at the time of a loved one's death, receive kind and considerate assistance from the Administrator and the other staff members.

I hope to be appointed for another term to be able to continue serving the cemetery district and the community.

Thank you.

Sincerely,

**Arlene Brierly Pearce** 

A OF		AGENDA NUMBER	
	AGENDA REQUEST FORM BOARD OF SUPERVISORS COUNTY OF INYO	15	
GLIFORTH	X Consent Departmental Correspondence Action Scheduled Time for Closed Session	Public Hearing Informational	

Ean Clark a Una Only

FROM: Kammi Foote, Clerk-Recorder and Registrar of Voters

## FOR THE BOARD MEETING OF:

**SUBJECT**: Approval to enter into a Memorandum of Understanding with the County of El Dorado, for the use of Democracy Live's LiveBallot/OmniBallot to comply with California's accessibility law

## DEPARTMENTAL RECOMMENDATION:

Authorize the Inyo County Clerk-Recorder & Registrar of Voters to enter into a no fee Memorandum of Understanding, with the County of El Dorado, for DemocracyLive's LiveBallot/OmniBallot, for a period of twenty-four months and authorize the Clerk-Recorder to sign contingent upon the appropriate signatures being obtained.

## SUMMARY DISCUSSION:

In 2015, the California Legislature passed AB 683, which requires information made available over the Internet to meet or exceed the most current, ratified standards under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794d), as amended, *and* the Web Content Accessibility Guidelines 2.0 adopted by the World Wide Web Consortium for accessibility.

The Inyo County Elections website meets accessibility standards and the Board of Supervisors previously authorized the Clerk-Recorder to enter into a contract with DemocracyLive in 2016 to ensure compliance with all state and federal accessibility statutes, for a three year term expiring in 2019.

Earlier this year, five California Counties (Placer, Inyo, Marin, Fresno and El Dorado) authorized El Dorado County to apply for Grant funds, with the goal of entering into a Consortium for the purposes of providing voter information and vote-by-mail to voters with disabilities and military personnel stationed overseas. El Dorado was able to secure a Grant in the amount of \$198,000 to be used to comply with election accessibility requirements, for the five aforementioned counties.

Approval of this Memorandum of Understanding with the County of El Dorado, would authorize Inyo County to comply with the requirements of AB 683, for a period of two years, with no additional cost to Inyo County.

## ALTERNATIVES:

- The Board could deny the request, which would result in either not being able to comply with the provisions of AB 683, or using General Fund monies to comply.
- The Board could deny the request and require the Clerk-Recorder & Registrar of Voters to issue an RFP.

## FINANCING:

None required if the Board of Supervisors authorizes this Memorandum of Understanding.

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED HTSMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved:	
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved:Date:-	1/22/2et
PERSONNEL DIRECTOR: PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services provided by the Director of Personnel Services pr		
	Approved: Date:	

## DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) \_\_\_\_

\_\_\_\_\_ Date: 5/22/2019

## Memorandum of Understanding

## Between

## The County of El Dorado

#### And

## **Inyo County**

This Memorandum of Understanding ("MOU) is made and entered into by and between the County of El Dorado (hereinafter, "El Dorado County"), and Inyo County (hereinafter, "Recipient"), a DRAM Settlement Grant Consortium (hereinafter, "Consortium") member.

WHERAS the Counties of Placer, Inyo, Marin, Fresno, and El Dorado have formed a Consortium with the goal of providing voter information and vote-by-mail to voters with disabilities and military personnel stationed overseas. The new system will allow voters who are blind, disabled or remotely stationed and living abroad access to their ballot and balloting information; and

WHEREAS El Dorado County has, on behalf of the Consortium, applied for and was awarded the DRAM Settlement Grant (hereinafter, "Grant") in the amount of \$198,000; and

WHEREAS the Grant funds are to be used in the support of the acquisition and implementation of a fully accessible, ADA- compliant online balloting portal, LiveBallot/OmniBallot; and

WHEREAS El Dorado County has been designated as the lead in administering the Grant to the participating Consortium members; and

WHEREAS, Democracy Live, has been selected as the sole vendor to deploy a remotely accessible online balloting portal, LiveBallot/OmniBallot, which will enable participating Consortium members to extend voter information and vote-by-mail to voters with disabilities and military personnel stationed overseas.

NOW THEREFORE, El Dorado County and Recipient hereto mutually agree to as follows:

#### **Article I. DEFINITIONS**

"Election" is defined as: E.C. 318 any election including a primary that is provided for under this code.

## Article II. SCOPE OF SERVICES

The purpose of this MOU is to specify the responsibilities of El Dorado County and the Recipient with respect to the DRAM Settlement Grant.

#### Section 2.1 El Dorado County Responsibilities

- 1. El Dorado County shall compile and submit, on a timely basis, a Final Progress and Expenditure Report as required by the Grant Agreement between El Dorado County and the DRAM Settlement Fund (hereinafter, "Grant Agreement").
- 2. El Dorado County shall timely abide by all other requirements contained in the Grant Agreement.
- 3. El Dorado County shall abide by all other applicable federal, state and local laws and regulations as well as any contractual obligations to the extent they would govern this MOU.

#### Section 2.2 Recipient Responsibilities

- Recipient agrees to audit requirements of the products which include, but are not limited to, on-site visits by El Dorado County of the Cy Pres Grants Administrators to examine such records and documents as they deem necessary to validate payment requests or compliance with this agreement. Notwithstanding the foregoing, Recipient shall not be required to provide El Dorado County or the Cy Pres Grants Administrators with access to confidential information, including but not limited to, confidential voter registration information.
- 2. Upon request of El Dorado County, Recipient shall provide any other information need by El Dorado County to satisfy the reporting requirements of the DRAM Settlement Agreement. Notwithstanding the foregoing, Recipient shall not be required to provide El Dorado County with access to confidential information, including but not limited to, confidential voter registration information.
- 3. Recipient agrees to use Democracy Live as a sole-source vendor for providing remotely accessible online balloting portal, which will enable participating counties to extend voter information and vote-by-mail to voters with disabilities and military personnel stationed overseas as described in the grant. If Recipient selects a different vendor to perform these services, services rendered by that vendor will not be eligible for Grant funding.
- 4. Recipient agrees to be bound by the agreement and all amendments with Democracy Live signed by El Dorado County on behalf of the Recipient and attached hereto as Exhibit B.
- 5. Recipient acknowledges that this MOU is supported by funds from the Grant. If Grant funds become unavailable as a result of action by the Cy Pres Administrators or the Office of Management and Budgeting, all obligations on the part of El Dorado County shall terminate.
- 6. Recipient's approval of the system deployment shall be evidenced by an email or letter from the Recipient to El Dorado County acknowledging that the Liveballot/OmniBallot system has been successfully installed, tested and accepted, and authorizing release of payment from El Dorado County.
- 7. Recipient County shall abide by requirements contained in the Grant.

## **Article III. Fiscal Provisions**

Section 3.1 Amount Available to Recipient

The maximum amount of grant funding available to Recipient is attached hereto as Exhibit A. In no event shall payments/reimbursements made by El Dorado County on behalf of Recipient exceed the amount specified in Exhibit A.

Section 3.2 Payment`

Democracy Live shall invoice El Dorado County for Recipient's fees upon receipt of the respective notice to proceed and approval of system deployment by the Recipient.

El Dorado County shall not pay or reimburse invoices for product and services disallowed by the grant. Should any expenses paid by El Dorado County be disallowed by the DRAM Settlement Grant, either upon initial submittal of the claim or upon subsequent audit, the Recipient shall immediately reimburse in full to El Dorado County for any payments made on the disallowed amount.

## Article IV. Term

This MOU will become effective upon execution by both parties and will expire 24 months from the effective date of the Grant, unless terminated earlier pursuant to the provisions of Article V herein.

## **Article V. General Provisions**

Section 5.1 Changes to MOU

This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when writing and fully executed by duly authorized officials of the parties hereto.

Section 5.2 Default, Termination and Cancellation

1. Default: Upon the occurrence of any default of the material provisions of this MOU, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within (10) days of the date of notice, then such party shall be in default. The 10-day time to cure may be extended at the discretion of the party giving notice. Any extension of the time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date on which the extension of time to cure expires. Notice given under this section shall specify the alleged default and the applicable MOU provision(s) and shall demand that the party in default adhere to the provisions of this MOU within the applicable period of time. No such notice shall be deemed a termination of this MOU unless the party giving notice so indicates in the terms of its notice, or the party giving notice so indicates in the terms of a subsequent written notice after the time to cure has expired.

- 2. Bankruptcy: This MOU, at the option of El Dorado County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Recipient. Termination of this MOU under such circumstances must be accomplished through written notice provided pursuant to Article VI below.
- 3. Ceasing Performance: El Dorado County may terminate this MOU in the event Recipient becomes unable to substantially perform any material term or condition of this MOU. Termination of this MOU under such circumstances must be accomplished through written notice provided pursuant to Article VI below.
- 4. Termination or Cancellation without Cause: Recipient or County El Dorado may terminate this MOU in whole or in part upon seven (7) calendar days written notice by either party without cause. If such prior termination is effected, El Dorado County will pay Recipient's invoices for eligible products and services provided to the Recipient prior to the effective dates as set forth in the Notice of Termination provided. All such payments shall be contingent on receipt of grant funds. In no event shall El Dorado County be obligated to pay more than the total amount available to the Recipient as specified Exhibit A.

#### **Article VI. Notice to Parties**

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

County of El Dorado Registrar of Voters 2850 Fairlane Ct. Placerville, CA 95667

Or to such other location as El Dorado County directs.

Notices to Recipient shall be addressed as follows:

Inyo County Clerk-Recorder & Registar of Voters PO Box F Independence, CA 93526

#### Article VII. Indemnity

Recipient shall defend, indemnify, and hold El Dorado County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, El Dorado County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the willful misconduct or the negligent acts. errors, or omissions of the Recipient, its officers, employees, agent, and volunteers in the performance of this MOU. This duty of Recipient to indemnify and save El Dorado County harmless includes the duties to defend set forth in California Civil Code Section 2778. El Dorado County shall defend, indemnify, and hold Recipient harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, Recipient employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the willful misconduct or the negligent acts, errors, or omissions of El Dorado County, its officers, employees, agent, and volunteers in the performance of this MOU. This duty of El Dorado County to indemnify and save Recipient harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### Article VIII. Insurance

All parties are self-insured and shall provide a letter of self-insurance if requested to do so by either party during the term of this MOU.

#### Article IX. Administrator

The El Dorado County officer or employee with responsibility for administering this MOU is

#### Articles X. Authorized Signature

The parties of this MOU represent that the undersigned individuals executing this MOU on their behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set fort herein.

#### Articles XI. Partial Invalidity

If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### Article XII. Venue

Any dispute resolution action arising out of this MOU, including, but not limited to litigation, mediation, or arbitration, shall be brought in El Dorado County, California and shall be resolved in accordance with the laws of the State of California.

#### **Article XIV Entire Agreement**

This document and the documents referred to herein and exhibits hereto are the entire agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS THEREOF, the Parties hereto have executed this MOU on the dates indicated below.

## **County of El Dorado**

By:\_\_\_\_\_

Date: \_\_\_\_\_

**County of Inyo** 

By:\_\_\_\_\_

Date: \_\_\_\_\_

#### EXHIBT A

## I. Fees:

<u>Secure Select Subscription Fee:</u> The Subscription Fee for Customer under this Agreement will be one-hundred and ninety-eight thousand dollars (\$198,000) payable in two installments as described below.

a. <u>1st Payment</u>: the initial payment of ninety-nine thousand dollars (\$99,000) will be invoiced upon signature of this Agreement.
b. <u>2nd Payment</u>: The final payment of ninety-nine thousand dollars (\$99,000) will be invoiced November 1, 2019.

# Reporting:

- 1. Per Memorandum of Understanding (MOU) recipient counties will send an email to: <u>linda.webster@edcgov.us</u> to acknowledge that the Liveballot/OmniBallot system has been successfully installed, tested and accepted.
- 2. After each election until the final use of the Liveballot/OmniBallot under this agreement recipient is to provide on the following:
  - a. The number of ballot downloads through the LiveBallot/OmniBallot system.
  - b. The number of voted UOCAVA/RAVBM ballots returned.

# 3389

## MASTER CONSORTIUM AGREEMENT

This Agreement is entered into on the date last signed below, by and between El Dorado County (hereinafter "Customer") with offices at 2850 Fairlane County, Placerville, CA 95667 and Democracy Live, Inc., (hereinafter, "Contractor") a Delaware Corporation with offices at 35050 SE Douglas Street, Suite 200 Snoqualmie, WA 98065.

It is noted and agreed that El Dorado County is the lead county of a consortium of five (5) counties, each of which are listed in Exhibit D. The lead county represents that it is authorized to act on behalf of each and all counties in the consortium. For convenience and efficiency, each consortium county has authorized the lead county to act as its agent for purposes of this agreement. All references to Customer herein shall apply to each county subject to this Agreement. Democracy Live understands that El Dorado as the Consortium lead is not responsible for the actions or failure to act of each consortium member. Each Consortium County is responsible for working directly with Democracy Live on their election setup.

Whereas, it is necessary and desirable that Democracy Live be retained for the purpose of providing Customer with an ADA-compliant Remote Accessible Vote By Mail Solution ("Secure Select"), and fully UOCAVA MOVE Act solution through OmniBallot Online, available to Customer voters.

#### Now, therefore, it is agreed by the parties to this Agreement as follows:

- 1. <u>Exhibits and Attachments:</u> The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:
  - a. Exhibit A- Payments and Fees

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- b. Exhibit B- Statement of Work
- c. Exhibit C- Support and Maintenance
- d. Exhibit D- Consortium Counties
- 2. <u>Services to be performed by Contractor:</u> In consideration of the payments set forth in this Agreement and in Exhibit A, Contractor shall perform the services for Customer in accordance with the terms, conditions, and specifications set forth in this Agreement and Exhibit B. Nothing in this Agreement shall be construed to prevent Contractor from granting any other licenses or subscriptions to the use of Secure Select and OmniBallot Online in any matter whatsoever.
- 3. <u>Term:</u> This Agreement shall become effective on the date last signed below and shall remain in effect for 24 months after execution of the DRAM Agreement by and between El Dorado County and DRAM Settlement Fund ("Initial Term").

- 4. <u>**Payment:**</u> Customer will pay Contractor the Subscription Fee ("Subscription Fee") in accordance with the Fee Schedule presented in Exhibit A ("Fee Schedule").
- 5. **Funding:** The agreement between the parties is contingent on the award and funding support provided through the DRAM Settlement.
- 6. <u>Termination</u>: This Agreement may be terminated by Contractor or Customer at any time without a requirement of good cause upon thirty (30) days advance written notice to the other party.

6.1 **Breach:** If either party defaults in the performance of, or fails to perform, any material obligation of this Agreement and the default or failure is not remedied within thirty (30) days ( or ten (10) days in the case of any payment obligations under Exhibit A) after receipt of written notice from the non-defaulting party, then the non-defaulting party will have the right (i) to terminate this Agreement by giving written notice to the defaulting party and (ii) to avail itself to any and all other rights and remedies which it may be entitled by law or equity.

- 7. **Ownership:** The parties hereby agree Secure Select and OmniBallot Online are the sole property of Contractor and Customer acquires no rights to Secure Select and OmniBallot Online except for the subscription granted under this Agreement.
- 8. <u>Representations and Warranties:</u> Contractor Represents and Warrants to Customer that: It has all necessary rights and authority to execute and deliver the services and perform its obligations hereunder and to grant the rights granted under this Agreement to Customer.

6.1 Except as expressly stated in this Agreement, there are no warranties express or implied, including but not limited to the implied warranty of fitness for a particular purpose, of merchantability or warranty of no infringement of third party property rights.

6.2 DEMOCRACY LIVE DOES NOT REPRESENT OR WARRANT THAT SECURE SELECT AND OMNIBALLOT ONLINE WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAM ERRORS IN SECURE SELECT AND OMNIBALLOT ONLINECAN BE FOUND IN ORDER TO BE CORRECTED. NOR DOES DEMOCRACY LIVE MAKE ANY WARRANTIES REGARDING THE ACUCRACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION CONTENT.

9. Limitation of Liability: EACH PARTY'S LIABILITY TO DAMAGES TO THE OTHER PARTY ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE MAXIMUM AMOUNT PAYABLE UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING, DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY, SUCH AS LOSS OF ANTICIPATED BUSINESS, OR LOST PROFITS, INCOME, GOODWILL OR REVENUE IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT.

10. **Indemnification.** Contractor will defend, indemnify, and hold harmless Customer against any and all third-party claims, actions, proceedings and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including without limitation reasonable attorneys' fees and other litigation expenses) incurred by Customer, arising out of or relating to any actual infringement of any U.S. issued patent or copyright by Contractor or misappropriation of any trade secret of any third party by Contractor and the Software ("Intellectual Property Infringement").

10. 1 <u>Conditions of Indemnification</u>. The indemnification obligations under this Section 9 are conditioned on Customer's compliance with the following: (a) Customer will provide to Contractor prompt written notice of any claim after Customer's receipt of notice of the claim or initial awareness thereof; (b) Customer will grant to Contractor, and Contractor will have, the sole and exclusive right to defend any claim and make settlements thereof at Contractor's own discretion; and (c) Customer will give, at Contractor's expense, the assistance and information that Contractor reasonably requires to settle or defend the claims. Customer may, however, participate in the defense or settlement of any claim at its own expense and with its own choice of counsel.

- 11. <u>Confidentiality.</u> Each party agrees that the terms and conditions of this Agreement and any information concerning either party's marketing plans, existing or future products, and any other confidential business or technical information, and all information declared confidential by either party, disclosed in furtherance of this Agreement shall be held in strict confidence and shall not be disseminated or disclosed without express written consent of the other party, except as otherwise provided in this Agreement. If a party is directed to disclose any material proprietary to the other party in conjunction with a judicial proceeding, arbitration or otherwise by law, then the party so directed shall notify the other party both in writing and orally immediately. This provision will survive cancellation or termination of this Agreement for a period of three (3) years. The parties agree that Customer may be required to release confidential information to the public pursuant to the requirements of the State of California.
- 12. Assignment: Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

#### 13. Miscellaneous:

13.1 **Independent Contractor:** Nothing in this Agreement will be construed as creating any relationship between Contractor and Customer, other than that of independent contractor and customer or licensee and licensor. This Agreement is not intended to be nor will be construed as a joint venture, association, partnership, franchise, or other form of business organization or agency relationship. Neither party will have the right, power or authority to assume, create or incur any expense, liability, or obligation, expressed or implied, on behalf of other except as expressly provided herein.

13.2 **Law and Venue:** This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of California, USA.

13.3 <u>Notices:</u> Unless otherwise agreed by the parties, all notices required under this Agreement will be in writing and deemed effective when received by (a) personal delivery, (b) internationally recognized courier or (c) certified mail, return receipt requested at the address written above.

13.3 <u>Severability:</u> In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not.

13.5 **Force Majeure: Force Majeure.** Neither Party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if the delay or failure arises by any reason beyond its reasonable control, including any act of god, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, or mechanical failures or delay in transportation or commercial communications; provided however, that lack of funds will not be deemed to be a reason beyond a Party's reasonable control. The Parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a delay in the performance of this Agreement.

13.6 <u>Administrator</u>. The County Officer or employee with responsibility for administrating this agreement is Linda Webster, Assistant Registrar of Voters, Election Department, or successor.

13.7 <u>Records.</u> Democracy Live will keep records as well as copies of all reports to the Cy Pres Grants Administrators, invoices paid and supporting documentation for at least four (4) years after the completion of the use of grant funds and will make such books, records, reports and supporting documentation available to the Cy Pres Grants Administrators or their designee for inspection upon request.

13.8 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

13.9 Entire Agreement. This Agreement, including the attachments to this Agreement, is the Parties' entire agreement relating to the Secure Select, OmniBallot Online, and Documentation. It supersedes all prior or contemporaneous oral or written communications, proposals, sales orders, or conditions between the parties relating to its subject matter. No modification or amendment to this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

## **DEMOCRACY LIVE, INC.** Software License Agreement

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement and all Attachments hereto as of the Effective Date.

Democracy Live, Inc:

El Dorado County

DEMOCRACY LIVE, INC. CORPORATION

Name: B

Title: President

Date: 3/18/19

EL DORADO COUNTY

By: Name:

Title: Cha Board of Supervisors

4123/19 Date:

## **EXHIBIT A- Payment and Fees**

I. Fees:

- A. <u>Secure Select Subscription Fee:</u> The Subscription Fee for Customer under this Agreement will be one-hundred and ninety-eight thousand dollars (\$198,000) payable in two installments as described below.
  - a. <u>1<sup>st</sup> Payment:</u> the initial payment of ninety-nine thousand dollars (\$99,000) will be invoiced upon signature of this Agreement.
  - b. <u>2<sup>nd</sup> Payment:</u> The final payment of ninety-nine thousand dollars (\$99,000) will be invoiced November 1, 2019.

### II. Invoicing:

- A. Customer will make payment within thirty (30) days of the invoice being submitted from Democracy Live to Customer.
- **B.** All Invoices under this Agreement shall be sent to: Linda Webster, Assistant Registrar of Voters, 2850 Fairlane Court, Placerville, CA 95667.
- C. All Payment under this Agreement shall be sent to Democracy Live 2900 Ne Blakely Street Suite B, Seattle, WA 98105.

## **EXHIBIT B- Statement of Work**

For as long as this Agreement is in effect Democracy Live agrees to provide Customer with OmniBallot Online Products and Services as described below:

### I. Products and Services

### Secure Select

- Democracy Live will deliver to Customer a secure ballot marking system that enables the voter to access return materials and an onscreen representation of the appropriate ballot style.
- The voter marks, reviews, and prints their selections to be mailed to the County.

### Secure Select UOCAVA

- Democracy Live will deliver to Customer a secure ballot marking system that enables Military and Overseas voters to access return materials and an onscreen representation of the appropriate ballot style.
- The voter marks, reviews, and prints their selections to be mailed to the County.

### Optional Accessible Voter Guide

- The Contractor will deliver to Customer an online voter guide/pamphlet/sample ballot that enables the voter to access candidate statements, measure details, and additional information about the election.
- <u>Languages</u>
  - English
  - o Spanish

### Accessibility:

- Satisfies all applicable WCAG 2.0 specifications
- Section 508 Compliant
- Compatible with (but not limited to) VoiceOver on macOS and JAWS, Narrator, and NVDA on Windows
- Accessible by keyboard and commonly-used input devices

### <u>OmniBallot Online Feature Options</u>

- Includes Voter access and authentication options
  - Utilize Voter Lookup application using VR files maintained in OmniBallot
  - Integration with existing Voter Portal
  - Directly embed OmniBallot applications into County website.
- Supports a variety of language options
- Customizable text and interface language
- Create custom voter workflows to meet specific requirements
- <u>Secure Select Features</u>
  - Provides summary screen with option to change selections before printing
  - Prohibits overvotes
  - Provides undervote warnings

- Supports write-ins up to 32 characters
- Includes 2D barcode representation of selections
- <u>Technical Specifications</u>
  - Does not require the installation of special software
  - Compatible with (but not limited to) the most recent two versions of all major browsers (Chrome, Edge, Firefox, Internet Explorer, Safari) on the most recent two versions of Windows and macOS.
  - Supports virtually unlimited number of ballot styles

### **II.** Democracy Live Services

- <u>Training</u>- Democracy Live will deliver an online orientation and training that includes:
  - Defining key points of contact for contract management and technical support for Customer and Democracy Live
  - o Identification and addition of Customer system administrators and roles
  - o Introduction to written, video and system-embedded training tools and materials
  - Demonstration and training on self-management of Voter Registration (VR) file updates
  - Demonstration and training on Quality Assurance (QA) testing, including ballot review and walk-through of voter experience
  - Explanation of all available report modules and access to raw data logs
  - Detailed description of all required data files from the Customer, including required format. Example files and data templates provided as learning tools.
  - Overview of the election management workflow, including preparation of data files, time-lines, system configuration, quality assurance testing, election deployment and close-out
  - Establishment of an elections calendar to cover all scheduled elections throughout the entire contract period and agreement on methodology for managing unscheduled events (special elections, etc.)
  - Democracy Live will perform a refresher training orientation at the Customer's request once during every 24month period. Democracy Live will perform additional training at the request of Customer for an agreed upon service fee in a writing signed by both parties.

### <u>Configuration and Support Services (Gold Package Services)</u>

- Election Data Preparation
  - Democracy Live will provide support to Customer in the preparation and review of required data files for system configuration, including:
    - Structured data files, if used
    - Ballot PDFs
    - Ballot style mapping spreadsheet in .csv format
    - Comprehensive VR file in CSV or TXT format, as applicable
    - Ballot return materials in PDF format
    - Definition of desired overlays and placement on materials

### System Configuration

 Democracy Live will configure all contracted services utilizing Customer data in accordance with established timelines.

- Democracy Live will provide QA testing links that will enable the Customer to review/approve all work before the system is activated and made available to voters.
- QA Testing includes:
  - Quick Review- A list of each ballot style in an election, its ballot content and all associated precincts.
  - Voter QA Testing- A review of the end-to-end voter experience to review workflow and confirm delivery of correct ballot content. This testing will not affect voter usage statistic reports.
- Democracy Live will activate contracted services upon completion of review and written approval of content by Customer.

### <u>Election Maintenance Through Election Day</u>

- Democracy Live will assign Customer a Technical Accounts Manager to serve as the primary point of contact for all service issues.
- Democracy Live will provide ongoing issue response/customer support, as detailed in the Service Level Agreement (SLA), to respond to any identified issues, questions or requested content edits
- Democracy Live will perform all VR updates after initial product activation, as applicable

### Post-Election Tasks

- Democracy Live will assist customer with post-election reports, as needed.
- o Democracy Live will archive election-related data for an agreed upon period.
- Democracy Live will "purge" election-related data from any Democracy Live-maintained systems upon written request of Customer.

### **III.** Customer Requirements

### • In order to guarantee an on-time Go Live Date the County agrees to:

- Complete onboarding orientation with Democracy Live.
- Provide complete and accurate election data in required format a minimum of ten business days prior to product launch dates. Failure to provide data in identified format or in accordance with established timelines may result in product launch delays.
- Complete review and QA testing of all products before launch.
- o Send written approval of system (e-mail) to authorize activation of system features.
- o Perform all VR updates after initial product launch, as applicable
- Notify Democracy Live of any changes to language requirements as soon as practicable.
- o Notify Democracy Live of any changes to election calendar as soon as practicable.
- Notify Democracy Live of changes to system administrators (addition/deletion).
- Notify Democracy Live of changes to key personnel assigned to system administration/support.

## **EXHIBIT C – Support and Maintenance**

## Service Level Agreement

Democracy Live business hours are **9:00 am to 5:00 p.m**. Pacific Time, Monday through Friday. During these hours, an assigned account manager will be available.

Democracy Live is committed to providing the highest level of support to Customer throughout the Term of this Agreement. Democracy Live will perform the following Service Levels, as applicable, in connection with this Agreement.

Democracy Live acknowledges that support requests may be submitted by either the town officials operating the system or Elections Division staff administering the system.

<u>Election Calendar Period through Election Certification</u> – Concurrent with the expected period configuring and testing the Solution between 60 and 45 days prior to election day, and through the final certification of the election, Democracy Live will respond to issues reported by email at <u>support@democracylive.com</u> or phone (855-655-VOTE), within one hour, 7 days a week, 24 hours a day. Upon notification to the company's Customer Support System the issue will be immediately routed to the appropriate operational personnel, and a case will be opened and managed through satisfactory resolution of the reported issue.

<u>Off Peak Times</u> – During the relatively quiet periods between the certification of the most recent election, and the configuration of the next, Democracy Live will respond to issues reported by email <u>support@democracylive.com</u> or phone (855-655-VOTE) within one hour, available during normal business hours eastern standard time. Upon notification to the company's Customer Support System the issue will be immediately routed to the appropriate operational personnel, and a case will be opened and managed through satisfactory resolution of the reported issue.

**Support:** For as long as Customer has paid all applicable fees and is in compliance with all the terms of this Agreement, including as set forth in the Attachments, and as long as this Agreement is in effect, Democracy Live will provide Support and Maintenance as described in Exhibit C. Notwithstanding anything to the contrary in this Agreement, Democracy Live will not provide Support and Maintenance for: (a)Any products other than the Software provided by Democracy Live or a third party authorized in writing by Democracy Live to make modifications; or (c) Any use of Software that is not in accordance with this Agreement, the documentation or other written instructions provided by Democracy Live.

# **EXHIBIT D – Consortium Counties**

El Dorado	
Placer	
Inyo	
Marin	
Fresno	
	Inyo Marin

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### AGENDA REQUEST FORM **BOARD OF SUPERVISORS**

For Clerk's Use Only AGENDA NUMBER 10

COUNTY OF INYO

Departmental Scheduled Time for

Consent

Closed Session

Correspondence Action

Informational

Public Hearing

FROM: CAO - Motor Pool

FOR THE BOARD MEETING: June 4, 2019

SUBJECT: Request approval to issue a Purchase Order to Government Marketing & Procurement, LLC for the purchase of a new Fleet Commander program for the current Motor Pool fleet

### **DEPARTMENTAL RECOMMENDATION:**

Request Board approve a Purchase Order in the amount of \$91,893.47 to Government Marketing and Procurement, LLC for the purchase of fleet management software through Agile Fleet

### **SUMMARY DISCUSSION:**

The current Motor Pool billing system is a "homegrown" system that was built several years ago. Additionally, there is an additional Motor Pool system that was built to assist in tracking when a vehicle might need maintenance based on the mileage that the departments submit to the Motor Pool staff. Essentially, the departments turn in mileage for each vehicle monthly and staff would then enter the mileage in both systems to 1) create the bill; and 2) track maintenance needs.

Additionally, it is not a guarantee that the department will actually turn in the mileage on time, so staff would then enter a zero billing, and maintenance would fall behind. With the current contract agreement with Enterprise, when a department would not turn in mileage for those vehicles, the department would have a zero billing, however, the Motor Pool department was then charged for the lease payments of those vehicles, as there was no way to have a bill created with zero miles. This forced the fiscal staff into then having to manually input mileage and manipulate the miles driven in order for the department to be invoiced for the lease expenditures. So, essentially, the billing system is now being looked at and changed four to five times each month just to create a billing for each department. Also, since the system is antiquated, it has "crashed" several times, forcing Information Services to then fix the system so that the billings can be completed each month.

Motor Pool staff contacted several vendors and went through demonstrations of each product and found that the Agile Fleet program met all of the County's needs. This system will provide kiosks at each of the Motor Pool yards, which will house a system that allows the user to reserve or check out a vehicle. The system will assign the vehicle, based on what is available and also on the usage of each vehicle, in order to allocate miles appropriately throughout all of the available vehicles. This system will appropriately rotate the vehicles so that all Motor Pool vehicles are driven, and there is no "favoritism" of vehicles appropriated. Also, the system will track all of the maintenance needs of each vehicle so that each vehicle is maintained as needed, not when the mileage "catches up" based on the vehicle mileage entered. The system will also email the department, or person assigned to the vehicle automatically each month so that they can turn in their miles electronically, eliminating the paper associated with the current billing system. There will also be mileage trackers installed on approximately 100 of the vehicles to capture electronically the mileage for each vehicle so that there will be no more guessing the miles for those vehicles each month. Finally, it is the goal of the Motor Pool staff to be able to shrink the Motor Pool fleet, as the system will be able to track more accurately each vehicle, and assign vehicles that are currently just sitting in the yard, that "might" be used each day.

### ALTERNATIVES:

Your Board could choose not to approve this purchase, and staff will continue to work with the legacy system with the understanding that at some point IT staff will be unable to fix the system when it goes down necessitating replacement at that time.

### **OTHER AGENCY INVOLVEMENT:**

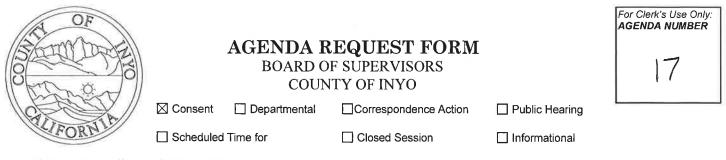
Auditor's office and Information Services

### FINANCING:

During the Third Quarter Budget Review funds were moved into the Motor Pool Budget (200100), in object code Construction in Progress (5700) to purchase this new system.

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AN reviewed and approved by county counsel prior to submission to the board clerk.)	D RELATED ITEMS (Must be
	Approved:	Date
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved submission to the board clerk.)  Approved:	by the auditor-controller prior to
DEPARTMENT HEAD (Not to be signed until all app		Date: 5/30/19

(Not to be signed until all approvals are received) (The Original plus 14 copies of this document are required)



FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: June 4, 2019

**SUBJECT:** Recommendation for Award of a two year extension of the Contract for Landfill Monitoring & Reporting Services to TEAM Engineering & Management, Inc.

**DEPARTMENTAL RECOMMENDATION:** Request that your Board approve a two year extension of the contract for Landfill Monitoring and Reporting Services to TEAM Engineering in the not to exceed amount of \$383,079, subject to Board adoption of future budgets.

**SUMMARY DISCUSSION:** Monitoring and reporting of landfill gas and groundwater is an essential function in the operation of a landfill. At the present time the County does not have the expertise or staff to adequately perform these functions and relies on outside contractors to do this important work.

On June 21, 2016 your Board approved the contract with Team Engineering for the period of July 1, 2016 through June 30, 2019 with a total not to exceed amount of \$533,628. The contract has two options to extend the Agreement for additional one-year periods as follows: July 1, 2019 through June 30, 2020 and July 1, 2020 through June 30, 2021 with a not to exceed amount of \$383,079 for these two year periods. This will bring the 5 year contract do not exceed amount to 916,707.

It is the recommendation of staff to extend the contract to TEAM Engineering and to authorize the extension of the agreement.

<u>ALTERNATIVES</u>: Your Board could choose to not award a contract; however, this would have a direct impact on the department's ability to operate County landfills.

OTHER AGENCY INVOLVEMENT: County Counsel, Auditor, Risk Management

**<u>FINANCING</u>**: These services will be paid out of the current Recycling and Waste Management Budget 045700, Object Code 5265 Professional Services.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)
	Approved:Date
	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
	Approved: 45 Date 5/17/2019
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
	Approved:Date

Agenda Request Page 2

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

19 Date: 5 22

	Exhib	it A			
Landfill Monitoring and Reporting					11
Synopsis of Proposal Scoring			1. S		100
Firm	Scope	Price	Experience	Contract	Total
BSK	40	30	20	5	95
Moore	40	45	12	5	102
TEAM	50	30	20	5	105
Maximum	50	45	20	5	120



### **AGENDA REQUEST FORM** BOARD OF SUPERVISORS

COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
8
10

Consent Departmental Scheduled Time for

Correspondence Action D Public Hearing Closed Session

Informational

#### HEALTH & HUMAN SERVICES (HHS) - Behavioral Health Division FROM:

### FOR THE BOARD MEETING OF: June 4, 2019

SUBJECT: Request approval addendum to the memorandum of understanding (MOU) with California Health and Wellness Plan (CHWP)

### DEPARTMENTAL RECOMMENDATION:

Request that Board approve addendum to the MOU between California Health and Wellness Plan (CHWP) and Inyo County HHS Behavioral Health Division describing the responsibilities for Substance Use Disorder (SUD) services for Medi-Cal beneficiaries, and authorize the HHS Deputy Director Behavioral Health Division to sign.

### **CAO RECOMMENDATION:**

### SUMMARY DISCUSSION:

Behavioral Health, as the Medi-Cal Specialty Mental Health Plan, entered into an MOU with CHWP in 2014. The MOU describe the roles and responsibilities of Behavioral Health in the provision of specialty mental health services for Medi-Cal recipients and the coordination of these services with CHWP, as the physical and "non-specialty" mental health services plan. As such, CHWP maintains the responsibility for persons with mild to moderate mental health conditions. This addendum is required by the Department of Health Care Services (DHCS) to address the provision of substance use disorder services to Medi-Cal recipients. Essentially, the addendum clarifies that Behavioral Health continues to have the responsibility to provide substance abuse treatment for MediCal recipients in accordance with our contract with DHCS.

### ALTERNATIVES:

This addendum to the MOU is necessary to clarify roles and responsibilities for substance use disorder services. Failure to approve the addendum results in noncompliance with DHCS for the managed care plans.

### **OTHER AGENCY INVOLVEMENT:**

California Department of Health Care Services

### FINANCING:

There is no funding involved in this MOU or the addendum.

APPROVALS				
COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must reviewed and approved by County Counsel prior to submission to the Board Clerk.)				
Grace Chudda	Approved: NED Date: 5/13/19			
<b>DEPARTMENT HEAD SIG</b> (Not to be signed until all approvals a				

## ADDENDUM TO <u>COORDINATION OF SERVICES</u> MENTAL HEALTH MEMORANDUM OF UNDERSTANDING

This Addendum is an addendum to the signed Memorandum of Understanding (MOU) between County of Inyo (hereinafter referred to as COUNTY) and California Health and Wellness Plan (hereinafter referred to as the "CHWP"). The purpose of the Addendum is to describe the responsibilities of the COUNTY and CHWP for coordination of Medi-Cal alcohol and other drug services for Plan Members served by both parties in Inyo County under the Department of Health Care Services (DHCS) Medi-Cal Managed Care Program.

This Addendum delineates the specific roles and responsibilities by the CHWP and COUNTY for screening, referral, coordination and delivery of alcohol and other drug services for Medi-Cal beneficiaries, who meet the medical necessity criteria for Medi-Cal services and identified by DHCS as a Medi-Cal Managed Care Health Plan benefit. Tittle 22, California Code of Regulations (CCR) has been used as the reference for the required elements in the Addendum. All references in this addendum to "Members" are limited to the Plan's Members.

### BACKGROUND

On April 25, 2016 the Managed Care Final Rule was issued by Centers for Medicare and Medicaid Services (CMS). This rule was adopted by the state of California and released contract regulatory changes to CHWP, effective July 1<sup>st</sup> 2017. The Managed Care Final Rule builds on Medicaid reform introduced by the Affordable Care Act and seeks to align Medicaid with Medicare Advantage and Exchange regulations. In accordance with exhibit A, attachment 12 provision 2.H, the CHWP is required to execute a Memorandum of Understanding (MOU) with county departments for alcohol and substance use disorder treatment services.

### TERMS

This Addendum shall commence on May 15, 2019 and shall continue under the terms of the existing MOU.

### OVERSIGHT RESPONSIBILITIES OF THE CALIFORNIA HEALTH AND WELLNESS PLAN AND COUNTY

- 1. The CHWP has responsibility to work with the COUNTY to insure that oversight is coordinated and comprehensive and that the Member's healthcare is at the center of all oversight. Specific processes and procedures will be developed cooperatively with COUNTY, as will any actions required to identify and resolve any issues or problems that arise.
- 2. The COUNTY will serve as the entity that will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of the addendum to the existing MOU.

- 3. The CHWP and COUNTY will formulate a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. CHWP and COUNTY will determine the final composition of the multidisciplinary teams to conduct this oversight function.
- 4. The CHWP and the COUNTY will designate as appropriate and when possible the same staff to conduct tasks associated within the oversight and multidisciplinary clinical teams.

### SPECIFIC ROLES AND RESPONSIBLITIES

### A. Screening, Assessment and Referral

- 1. Determination of Medical Necessity
- a. The COUNTY will follow the medical necessity criteria outlined in Title 22, California Code of Regulations (CCR) for the Drug Medi-Cal (DMC). The DMC shall be available as a benefit for individuals who meet the medical necessity criteria and reside in a county that provides drug Medi-Cal services.
- b. The CHWP will be responsible for determining medical necessity as it relates to covered health care benefits, as outlined in 22 CCR51303(a).
- c. The CHWP will continue to cover and ensure the provision of primary care and other services unrelated to the alcohol and substance abuse treatment
- 2. Assessment Process
  - a. The CHWP and COUNTY shall develop and agree to written policies and procedures regarding agreed-upon screening, assessment and referral processes.
  - b. The COUNTY will have available to the community and to their providers the current version of the American Society of Addiction Medicine (ASAM) Patient Placement Criteria (PPC Adult & Adolescent) crosswalk that identifies the criteria utilized to assist with determining the appropriate treatment level of care to ensure providers are aware of SUD levels of care for referral purposes.
  - c. The CHWP providers will ensure a substance use, physical, and mental health screening, including ASAM Level 0.5 SBIRT services for Members, is available.
  - d. The CHWP shall identify individuals requiring alcohol and or substance abuse treatment services
- 3. Referrals
  - a. The CHWP and COUNTY shall develop and agree to written policies and procedures regarding referral processes and tracking of referrals, including the following:

- i. The COUNTY will accept referrals from CHWP staff, providers and Members' self-referral for determination of medical necessity for alcohol and other drug services (including outpatient heroin detoxification providers, for appropriate services).
- ii. The CHWP accepts referrals from COUNTY staff, providers and Members' self-referral for physical health services.

### B. Care Coordination

- 1. The CHWP and COUNTY will develop and agree to policies and procedures for coordinating health care for Members enrolled in the CHWP and receiving alcohol and other drug services through COUNTY.
- 2. An identified point of contact from each party to serve as a liaison and initiate, provide, and maintain the coordination of care as mutually agreed upon in CHWP and COUNTY protocols.
- 3. Coordination of care for alcohol and other drug treatment provided by COUNTY shall occur in accordance with all applicable federal, state and local regulations.
- 4. The CHWP and COUNTY will promote availability of clinical consultation for shared clients receiving physical health, mental health and/or SUD services, including consultation on medications when appropriate.
- 5. The delineation of case management responsibilities will be outlined.
- 6. Regular meetings to review referral, care coordination, and information exchange protocols and processes will occur with COUNTY and CHWP representatives.
- 7. The CHWP will assist Members in locating available treatment service sites. To the extent that treatment slots are not available within the CHWP service area, CHWP shall pursue placement outside of the area.
- 8. The CHWP will coordinate services between the primary care providers and the treatment programs

### C. Information Exchange

CHWP and COUNTY agree that use or disclosure of Member information qualifying as "protected health information" (PHI), as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), shall be made in accordance with the requirements and any regulations promulgated thereunder (collectively, the HIPAA Rules). PHI shared under this Addendum shall be the minimally necessary PHI needed to carry out the purposes of this Addendum and is shared for the purpose of treatment, payment and/or health care operations.

Where applicable, any Member information that constitutes "medical information," as that term is defined under the California Confidential Medical Information Act (CMIA), is disclosed in accordance with the requirements of that law; and if the disclosure of Member information would include information and records obtained in the course of providing mental health services from a facility subject to the additional privacy protections under the Lanterman-Petris-Short Act (Lanterman Act) or if it would be information originating from a federally assisted drug abuse program subject to the additional privacy protections provided by 42 C.F.R. Part 2 that identifies a patient as having or having had a SUD, the party making the disclosure will obtain the appropriate authorization(s) or consent(s) required by the Lanterman Act and/or 42 C.F.R. Part 2 from the Member prior to making the disclosure.

The CHWP and COUNTY will develop and agree to information sharing policies and procedures and agreed upon roles and responsibilities for timely sharing of PHI for the purposes of medical and behavioral health care coordination pursuant to Title 22, Title 9, CCR, Section 1810.370(a)(3), the above referenced regulations, and other pertinent state and federal laws governing the confidentiality of mental health, alcohol and drug treatment information.

Each party is responsible for its own compliance obligations under the above referenced regulations.

### D. Reporting and Quality Improvement Requirements

The CHWP and COUNTY will have policies and procedures to address quality improvement requirements and reports.

1. Hold regular meetings, as agreed upon by the CHWP and COUNTY, to review the referral and care coordination process and monitor Member engagement and utilization.

### E. Dispute Resolution Process

At this time, the CHWP and COUNTY agree to follow the resolution of dispute process in accordance to Title 9, Section 1850.505, and the contract between the Medi-Cal Managed Care Plans and the State Department of Health Care Services (DHCS) and Centers for Medicare & Medicaid Services (CMS). A dispute will not delay Member access to medically necessary services.

### F. Telephone Access

The COUNTY must ensure that Members will be able to assess services for urgent or emergency services 24 hours per day, 7 days a week.

The approach will be the "no wrong door" to service access. There will be multiple entry paths for beneficiaries to access alcohol and other drug services. Referrals may come from primary care physicians, providers, CHWP staff, County Departments, and self-referral.

### G. Provider and Member Education

The CHWP and COUNTY shall determine the requirements for coordination of Member and provider information about access to CHWP and COUNTY covered services to increase navigation support for beneficiaries and their caregivers.

### H. Point of Contact for the MOU Addendum

The Point of Contact for the MOU Addendum will be a designated liaison from both COUNTY and the CHWP.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth beneath their respective signatures.

California Health and Wellness Plan	County of Inyo
Name (print): Abbie A. Totten	Name (print):
Title: M. J Pal Program Ciffuer	Title:
Signature: <u>hll: h. Fatta</u>	Signature:
Date: $\frac{4}{336}$	Date:
ECM #: 299318	Tax ID #:

## ADDENDUM TO <u>COORDINATION OF SERVICES</u> MENTAL HEALTH MEMORANDUM OF UNDERSTANDING

This Addendum is an addendum to the signed Memorandum of Understanding (MOU) between County of Inyo (hereinafter referred to as COUNTY) and California Health and Wellness Plan (hereinafter referred to as the "CHWP"). The purpose of the Addendum is to describe the responsibilities of the COUNTY and CHWP for coordination of Medi-Cal alcohol and other drug services for Plan Members served by both parties in Inyo County under the Department of Health Care Services (DHCS) Medi-Cal Managed Care Program.

This Addendum delineates the specific roles and responsibilities by the CHWP and COUNTY for screening, referral, coordination and delivery of alcohol and other drug services for Medi-Cal beneficiaries, who meet the medical necessity criteria for Medi-Cal services and identified by DHCS as a Medi-Cal Managed Care Health Plan benefit. Tittle 22, California Code of Regulations (CCR) has been used as the reference for the required elements in the Addendum. All references in this addendum to "Members" are limited to the Plan's Members.

### BACKGROUND

On April 25, 2016 the Managed Care Final Rule was issued by Centers for Medicare and Medicaid Services (CMS). This rule was adopted by the state of California and released contract regulatory changes to CHWP, effective July 1<sup>st</sup> 2017. The Managed Care Final Rule builds on Medicaid reform introduced by the Affordable Care Act and seeks to align Medicaid with Medicare Advantage and Exchange regulations. In accordance with exhibit A, attachment 12 provision 2.H, the CHWP is required to execute a Memorandum of Understanding (MOU) with county departments for alcohol and substance use disorder treatment services.

### TERMS

This Addendum shall commence on May 15, 2019 and shall continue under the terms of the existing MOU.

# OVERSIGHT RESPONSIBILITIES OF THE CALIFORNIA HEALTH AND WELLNESS PLAN AND COUNTY

- 1. The CHWP has responsibility to work with the COUNTY to insure that oversight is coordinated and comprehensive and that the Member's healthcare is at the center of all oversight. Specific processes and procedures will be developed cooperatively with COUNTY, as will any actions required to identify and resolve any issues or problems that arise.
- 2. The COUNTY will serve as the entity that will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of the addendum to the existing MOU.

- 3. The CHWP and COUNTY will formulate a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. CHWP and COUNTY will determine the final composition of the multidisciplinary teams to conduct this oversight function.
- 4. The CHWP and the COUNTY will designate as appropriate and when possible the same staff to conduct tasks associated within the oversight and multidisciplinary clinical teams.

### SPECIFIC ROLES AND RESPONSIBLITIES

### A. Screening, Assessment and Referral

- 1. Determination of Medical Necessity
- a. The COUNTY will follow the medical necessity criteria outlined in Title 22, California Code of Regulations (CCR) for the Drug Medi-Cal (DMC). The DMC shall be available as a benefit for individuals who meet the medical necessity criteria and reside in a county that provides drug Medi-Cal services.
- b. The CHWP will be responsible for determining medical necessity as it relates to covered health care benefits, as outlined in 22 CCR51303(a).
- c. The CHWP will continue to cover and ensure the provision of primary care and other services unrelated to the alcohol and substance abuse treatment
- 2. Assessment Process
  - a. The CHWP and COUNTY shall develop and agree to written policies and procedures regarding agreed-upon screening, assessment and referral processes.
  - b. The COUNTY will have available to the community and to their providers the current version of the American Society of Addiction Medicine (ASAM) Patient Placement Criteria (PPC Adult & Adolescent) crosswalk that identifies the criteria utilized to assist with determining the appropriate treatment level of care to ensure providers are aware of SUD levels of care for referral purposes.
  - c. The CHWP providers will ensure a substance use, physical, and mental health screening, including ASAM Level 0.5 SBIRT services for Members, is available.
  - d. The CHWP shall identify individuals requiring alcohol and or substance abuse treatment services
- 3. Referrals
  - a. The CHWP and COUNTY shall develop and agree to written policies and procedures regarding referral processes and tracking of referrals, including the following:

- i. The COUNTY will accept referrals from CHWP staff, providers and Members' self-referral for determination of medical necessity for alcohol and other drug services (including outpatient heroin detoxification providers, for appropriate services).
- ii. The CHWP accepts referrals from COUNTY staff, providers and Members' self-referral for physical health services.

### B. Care Coordination

- 1. The CHWP and COUNTY will develop and agree to policies and procedures for coordinating health care for Members enrolled in the CHWP and receiving alcohol and other drug services through COUNTY.
- 2. An identified point of contact from each party to serve as a liaison and initiate, provide, and maintain the coordination of care as mutually agreed upon in CHWP and COUNTY protocols.
- 3. Coordination of care for alcohol and other drug treatment provided by COUNTY shall occur in accordance with all applicable federal, state and local regulations.
- 4. The CHWP and COUNTY will promote availability of clinical consultation for shared clients receiving physical health, mental health and/or SUD services, including consultation on medications when appropriate.
- 5. The delineation of case management responsibilities will be outlined.
- 6. Regular meetings to review referral, care coordination, and information exchange protocols and processes will occur with COUNTY and CHWP representatives.
- 7. The CHWP will assist Members in locating available treatment service sites. To the extent that treatment slots are not available within the CHWP service area, CHWP shall pursue placement outside of the area.
- 8. The CHWP will coordinate services between the primary care providers and the treatment programs

### C. Information Exchange

CHWP and COUNTY agree that use or disclosure of Member information qualifying as "protected health information" (PHI), as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), shall be made in accordance with the requirements and any regulations promulgated thereunder (collectively, the HIPAA Rules). PHI shared under this Addendum shall be the minimally necessary PHI needed to carry out the purposes of this Addendum and is shared for the purpose of treatment, payment and/or health care operations.

Where applicable, any Member information that constitutes "medical information," as that term is defined under the California Confidential Medical Information Act (CMIA), is disclosed in accordance with the requirements of that law; and if the disclosure of Member information would include information and records obtained in the course of providing mental health services from a facility subject to the additional privacy protections under the Lanterman-Petris-Short Act (Lanterman Act) or if it would be information originating from a federally assisted drug abuse program subject to the additional privacy protections provided by 42 C.F.R. Part 2 that identifies a patient as having or having had a SUD, the party making the disclosure will obtain the appropriate authorization(s) or consent(s) required by the Lanterman Act and/or 42 C.F.R. Part 2 from the Member prior to making the disclosure.

The CHWP and COUNTY will develop and agree to information sharing policies and procedures and agreed upon roles and responsibilities for timely sharing of PHI for the purposes of medical and behavioral health care coordination pursuant to Title 22, Title 9, CCR, Section 1810.370(a)(3), the above referenced regulations, and other pertinent state and federal laws governing the confidentiality of mental health, alcohol and drug treatment information.

Each party is responsible for its own compliance obligations under the above referenced regulations.

### D. Reporting and Quality Improvement Requirements

The CHWP and COUNTY will have policies and procedures to address quality improvement requirements and reports.

1. Hold regular meetings, as agreed upon by the CHWP and COUNTY, to review the referral and care coordination process and monitor Member engagement and utilization.

### E. Dispute Resolution Process

At this time, the CHWP and COUNTY agree to follow the resolution of dispute process in accordance to Title 9, Section 1850.505, and the contract between the Medi-Cal Managed Care Plans and the State Department of Health Care Services (DHCS) and Centers for Medicare & Medicaid Services (CMS). A dispute will not delay Member access to medically necessary services.

### F. Telephone Access

The COUNTY must ensure that Members will be able to assess services for urgent or emergency services 24 hours per day, 7 days a week.

The approach will be the "no wrong door" to service access. There will be multiple entry paths for beneficiaries to access alcohol and other drug services. Referrals may come from primary care physicians, providers, CHWP staff, County Departments, and self-referral.

### G. Provider and Member Education

The CHWP and COUNTY shall determine the requirements for coordination of Member and provider information about access to CHWP and COUNTY covered services to increase navigation support for beneficiaries and their caregivers.

### H. Point of Contact for the MOU Addendum

The Point of Contact for the MOU Addendum will be a designated liaison from both COUNTY and the CHWP.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth beneath their respective signatures.

California Health and Wellness Plan	County of Inyo
Name (print): Abbie A. Totten	Name (print):
Title: Medi - Cil Prügram Officer	Title:
Signature: All: h. tutti	Signature:
Date:	Date:
ECM #: 299318	Tax ID #:

	AGENDA REQUEST FORM BOARD OF SUPERVISORS COUNTY OF INYO	For Clerk's Use Only: AGENDA NUMBER
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FROM: Public Works

# FOR THE BOARD MEETING OF: 4 2019

SUBJECT: Authorize a blanket purchase order to Cutting Edge Supply.

### **DEPARTMENTAL RECOMMENDATIONS:**

- 1) Authorize and approve a blanket purchase order for the following vendor in the following amount:
  - a. Cutting Edge Supply in the amount of \$20,000.00.

### **SUMMARY DISCUSSION:**

Public Works is a large department operating off nearly thirty (30) budgets. According to Inyo County Purchasing and Contracting Policy and Procedure Manual Section II. Departmental Responsibilities G. Blanket Purchase Orders, "With the additional delegation of purchase authority to Department Heads, it is anticipated that repetitive purchases may still be most appropriately handled by establishing blanket purchase orders with specific vendors. 2.) When the same vendor is used repetitively for similar service, the requesting department may be required to initiate a blanket purchase order. Such requests may be initiated by the Purchasing Agent or the Auditor as the regular use is monitored." And Section VII. Special Instructions, G. Consolidation of Departmental Requests, "Departments shall make every effort to consolidate similar goods and supplies into a single purchase requisition. In addition, the purchasing division/department may periodically issue a schedule of planned procurement solicitations for specific common products or materials. Department requests should be consolidated and submitted in accordance with these schedules. Goods and supplies shall be ordered in and consistent with future needs and available storage space.

In an effort to be compliant with this policy and proactive in our spending efforts, Public Works is requesting Board approval of the above blanket purchase order. We make every effort to keep our business local and distributed throughout the Owens Valley. We purchase from vendors in both the North and South County when we can. Cutting Edge Supply is one of the suppliers of plow and sweeper parts.

### ALTERNATIVES:

Your Board could choose not to authorize the Department Purchasing Authority increase or approve the blanket purchase order. This is not recommended, as some of the items have been purchased and the others may need to be purchased for an emergency.

### **OTHER AGENCY INVOLVEMENT:**

Office of the County Counsel Auditor's Office.

### FINANCING:

Given the fact that the policy is Department wide, not just specific to individual budgets, these invoices will be paid from, but not limited to the following budgets; 011100 Building & Maintenance, 011500 Public Works, 011501 Deferred Maintenance, 023200 Building & Safety 034600 Road, 150100 Bishop Airport, 152101 Independence Water Systems, 152201 Lone Pine Water Systems, 152301 Laws Water, 150300 Independence Airport, 150500 Lone Pine/Death Valley Airport and object codes within our department budget authority. There is sufficient budget split between all Public Works divisions to make these payments.

APPROVALS COUNTY COUNSEL:		TS AND ORDINANCES AND CLOSED S	SESSION AND	RELATED ITEMS
Grace Chuchla	(Must be reviewed and approved by County	Counsel prior to submission to the board clerk.) Approved:	Yes	Date 5/24 /1
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE A	ND RELATED ITEMS (Must be reviewed and appr Approved;	roved by the auditor/cor	atroller prior to submission to
PERSONNEL DIRECTOR		${ m ED}$ ITEMS (Must be reviewed and approved by the director	of personnel services p	rior to submission to the board
	clerk_)	Approved:	N/A	Date

### **DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received) \_\_\_\_\_\_ Date:  $\frac{\partial \partial [9.05.30]}{\partial c}$ 



## AGENDA REQUEST FORM

BOARD OF SUPERVISORS

For Clerk's Use Only. AGENDA NUMBER

Consent

COUNTY OF INYO tal Correspondence Action

n 🔲 Public Hearing

Scheduled Time for

Departmental

Closed Session

Informational

FROM: AUDITOR-CONTROLLER/COUNTY ADMINISTRATOR

FOR THE BOARD MEETING OF June 4, 2019

SUBJECT: RECOGNIZE UNANTICIPATED ONE-TIME FUNDING AND AMEND FISCAL YEAR 2018-2019 BUDGET

### **DEPARTMENTAL RECOMMENDATION:**

- Request your Board amend the Fiscal Year 2018-2019 Treasurer/Tax Collector-General (Budget # 010500) as follows: increase estimated revenue in Object Code Delinquent Tax Sale Fee (Revenue Code #4605) by \$20,000 and increase appropriation in General Revenue & Expenditures (Budget #011900) Object Code Operating Transfers Out (Object Code #5801) by \$20,000, and;
- 2) Amend the Fiscal Year 2018-2019 Deferred Maintenance (Budget# 011501) as follows: increase estimated revenue in Object Code Operating Transfer In (Object Code#4998) by \$20,000 and increase appropriation in Object Code Maintenance of Structures (Object Code #5191) by \$20,000.

### SUMMARY DISCUSSION:

The Treasurer-Tax Collector has notified the budget team of unanticipated one-time funding in the amount of \$20,000 from the tax-defaulted land auction conducted by the Treasurer-Tax Collector this year. This revenue is generated from reimbursements from tax auction related expenditures and soft costs mainly consisting of recoverable staff time expended in current and prior year. The \$20,000 of unanticipated revenue was collected in addition to \$155,000 budgeted at the beginning of the year. Normally, this unanticipated revenue would be left to fall to fund balance however; a small deferred maintenance project has arisen.

In the Fiscal Year 2018-2019 budget, your Board approved an increase in the FTE level of the Treasurer-Tax Collector department. As a result, additional workspace was required to accommodate an additional staff member. Remodel of this workspace will be necessary.

### ALTERNATIVES:

Your Board could choose to not approve the budget amendment and let the funds fall to Fund Balance. This is not recommended because it is one-time funding.

### **OTHER AGENCY INVOLVEMENT:**

### FINANCING:

The revenue has already been received in Budget 010500.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)
	Approved:Date

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-	controller prior to
	submission to the board clerk)	1 7
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	Approved:Date	>130/17
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	Approved: TES Date 5	130/19
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DEPARTMENTHEADS		
(The Original plus 20 copies o	of this document are required.	

		For Clerk's Use Only:
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### FROM: HEALTH & HUMAN SERVICES

### FOR THE BOARD MEETING OF: June 4, 2019

SUBJECT: Proclamation declaring June 2019 as Elder Abuse Awareness Month in Inyo County.

### **DEPARTMENTAL RECOMMENDATION:**

Request your Board approve a proclamation declaring June 2019 as Elder abuse Awareness Month in Inyo County.

### CAO RECOMMENDATION:

### SUMMARY DISCUSSION:

In 2015, the California Assembly passed Assembly Concurrent Resolution No. 71. Through this Resolution, the Assembly declared that June 2015 and June of every year thereafter is proclaimed as Elder and Vulnerable Adult Abuse Awareness Month. The month was chosen to align with World Elder Abuse Awareness Day, established by the United Nations and recognized around the globe every year on June 15th.

The month of June is designated as Elder Abuse Awareness Month and many activities are held and recognized during the month. Through the coordinated effort at the national, state and local level, organizations are encouraged to participate in promotional and educations events and activities that bring awareness and prevention education to our communities. Statewide participation in Elder Abuse Awareness Month provides counties with an avenue to increase awareness of child abuse and neglect through a unified message and facilitates broader community involvement in elder abuse awareness and prevention.

The attached proclamation recognizes the importance of the elders in our community and the commitment we have to ensure their safety and well-being.

The Department is respectfully requesting approval of the attached proclamation declaring June 2019 as Elder Abuse Awareness Month in Inyo County.

### ALTERNATIVES:

N/A

### **OTHER AGENCY INVOLVEMENT:**

Inyo County District Attorney's Office and Inyo County Sheriff's Department.

### FINANCING:

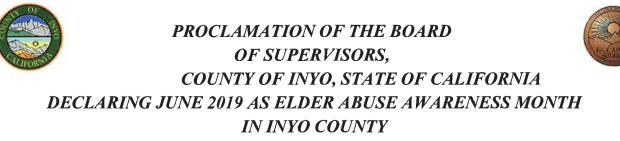
N/A

APPROVALS		
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND REL submission to the Board Clerk.)	ATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to
N/A	Approved:	Date:
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEN submission to the Board Clerk.)	IS (Must be reviewed and approved by the Director of Personnel Services prior to
N/A	Approved:	Date:

## DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) \_

Maijn Man Date: 5/24/19



*WHEREAS,* Inyo County's elders deserve to be treated with respect and dignity, to enable them to continue to serve as leaders, mentors, and volunteers who contribute to the vitality of the community; and

*WHEREAS*, the elder population is the largest growing segment in the country, and elder abuse is one of the most under-reported crimes in the United States, where it is estimated that only one in 14 cases of elder abuse comes to the attention of Adult Protective Services and/or law enforcement agencies; and

*WHEREAS,* victims of elder abuse include both men and women of diverse educational, socio-economic or ethnic backgrounds who have been victimized by strangers and/or by persons known to the elder who may occupy a position of trust, including family members, neighbors, friends, and others with whom the elder interacts; and

*WHEREAS*, combating abuse of elders will help improve the quality of life for all seniors and will allow seniors to continue to live as independently as possible; and

*WHEREAS*, the Inyo County Sheriff's Department will serve to safeguard the lives of elders from all forms of abuse, and will work to promote individual and public safety and justice; and

*WHEREAS*, the Inyo County District Attorney's Office is dedicated to protecting elders from abuse in all forms, and will provide assistance to victims of crimes and will work to raise awareness; and

**WHEREAS**, the Inyo County Health and Human Services Adult Protective Services investigates approximately 130 allegations a year involving elder neglect, abuse, and financial exploitation and has responded by providing supportive case management and by creating a Multi-Disciplinary Team to work with other community partners to reduce the likelihood of elder abuse cases; and

**WHEREAS,** the Inyo County Health and Human Services Long-Term Care Ombudsman Program is committed to working with community partners to raise awareness, increase reporting of elder abuse, and provide advocacy services countywide to residents of long-term care facilities who are victims of elder abuse, neglect, and financial exploitation; and

WHEREAS, everyone can help in the campaign to eliminate elder abuse by watching for and reporting signs, such as physical trauma, withdrawal, depression, anxiety, and fear of family members, friends, or caregivers; and

*WHEREAS*, community members are encouraged to learn the signs of elder abuse, neglect and exploitation, and join in raising awareness about preventing abuse.

*NOW*, *THEREFORE*, in recognition of elders as valuable members of society who have a right to live safely and securely in the community, the Inyo County Board of Supervisors hereby proclaims June 2019 as Elder Abuse Awareness Month in Inyo County, and encourages everyone to recognize and celebrate elders and their ongoing contributions to the success and vitality of our community, state, and country.

**PASSED AND PROCLAIMED** this 4<sup>th</sup> day of June 2019.

Attest: CLINT G. QUILTER Clerk of the Board

by:

Chairperson, Inyo County Board of Supervisors

Assistant Clerk of the Board

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	AGENDA REQUEST FORM BOARD OF SUPERVISORS COUNTY OF INYO	22
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FROM:	Scheduled Time for Closed Session Informational	

### FOR THE BOARD MEETING OF: June 4, 2019

**SUBJECT:** Approval of Phase II of the Memorandum of Understanding with Kern, Inyo and Mono Counties Workforce Development Board.

### DEPARTMENTAL RECOMMENDATION:

Request Board approve Phase II of the Memorandum of Understanding (MOU) between and among Kern, Inyo and Mono Counties outlining the provision of services under the federal Workforce Innovation and Opportunity Act (WIOA) formerly named the Workforce Investment Act of 1998, for the period January 1, 2018 through August 31, 2020 and authorize Marilyn Mann, Director, to sign and submit as instructed.

### CAO RECOMMENDATION:

### SUMMARY DISCUSSION:

The Department has incorporated the approximately \$130,000 allocation of WIOA annually into our integrated CalWORKS program, addressing the unemployment needs of local residents. Under new federal regulations, WIOA partners are required to enter into new MOU agreements in phases that identify shared costs for Comprehensive America's Job Center of California (AJCC) One-Stop Centers. Costs are determined based upon individual partner status as either co-located, non-co-located, or affiliate AJCC and based upon the benefit the individual partner receives from participation in the AJCC network. Your Board approved Phase I of the MOU on June 21, 2016, which identified the partners and partner designations. Phase II identified costs attributed to the three AJCC One Stop facilities located within the Kern, Inyo and Mono region and the costs only apply to co-located partners. We anticipate that Phase III will address any costs associated with services provided by affiliate AJCC's and non-co-located partners, which is Inyo County HHS's designation. Once these costs are identified and Phase III MOU issued, the Department will bring the MOU forward with a recommendation as to available options. The Department is respectfully requesting your Board approve Phase II of the MOU and authorize the HHS Interim Director to sign.

### ALTERNATIVES:

Board could refuse approval of the MOU, delaying the receipt of funds and implementation of services for all three involved counties.

### **OTHER AGENCY INVOLVEMENT:**

Kern County, Mono County

### FINANCING:

There is no funding involved in approving this document.

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)
	Approved: Date: Date:
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)
	Approved:Date:
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved:
BUDGET OFFICER:	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)
NA	Approved: Date:

### Workforce Innovation and Opportunity Act Kern, Inyo and Mono Counties Workforce Development Board Memorandum of Understanding

This Agreement, entered into this \_\_\_\_\_ day of June, 2019, by and between the managers and directors of the Workforce Development One-Stop Partners (One-Stop Partners) serving the Kern, Inyo, and Mono Counties Workforce Development Area (the "KIM WDA"), as overseen by the Kern, Inyo, and Mono Counties Workforce Development Board (the "KIM WDB").

WHEREAS, the Workforce Investment Act of 1998 (the "WIA") created a workforce development system, replacing the Private Industry Council; and

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128, 29 U.S.C. 3101, et seq., as amended (hereinafter referred to as "WIOA" or the "Act") amended the WIA to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes; and

WHEREAS, the parties to this Agreement recognize the many benefits to its customers in the collaboration and integration of the seamless service and have participated in the past in the development and operation of the one-stop career center system doing business as America's Job Center of California ("AJCC"); and

WHEREAS, WIOA and its implementing regulations require that a Memorandum of Understanding (the "MOU") be developed and executed between the AJCC partners (more fully defined below) and KIM WDB, with the agreement of the Chief Local Elected Official to establish an agreement concerning the operations of the AJCC delivery system and resource sharing and joint infrastructure cost funding for the one-stop delivery system in the KIM WDA; and

WHEREAS, the Chief Local Elected Official in the KIM WDA has delegated to the KIM WDB the ability to execute this MOU pursuant to that certain Joint Powers Agreement dated February 13, 2001; and

WHEREAS, certain provisions in this MOU are based on guidance issued to the Local Workforce Area ("LWA") by the State of California, whose instructions are based on guidance from the federal agencies; and

WHEREAS, the administrators of the participating partners have been granted general authority from their governing boards to continue to work with other agencies in the community and to define their roles in the delivery of services; and

WHEREAS, on June 30, 2016, the AJCC Partners and the KIM WDB, with the agreement of the Chief Local Elected Official ("CLEO") entered into an MOU (Kern County Agreement # 719-2016) (hereinafter, referred to as "MOU Phase I"), which established a cooperative working relationship between the AJCC partners and defined their respective roles and responsibilities for the operation of the local AJCC One-Stop System of service delivery in the KIM WDA as required by the WIOA; and

WHEREAS, on October 24, 2017, the KIM WDB, with the agreement of the CLEO and certain AJCC Partners, including and limited to, Employers' Training Resource ("ETR"), California Employment Development Department, California Department of Rehabilitation and Kern County Department of Human Services (collectively, "colocated AJCC Partners") entered into an MOU Phase II (Kern County Agreement # 652-2017)(hereinafter, referred to as "MOU Phase II"), consistent with WIOA and implementing regulations, which established a functional tool for how the KIM WDB and Core One-Stop Partners will share and allocate the infrastructure costs among Core One-Stop Partners for the Comprehensive AJCC One-Stop Centers in the KIM WDA through resource sharing and Infrastructure Funding Agreements; and

WHEREAS, on June 19, 2018, the KIM WDB, with the agreement of the CLEO and ETR, entered into an MOU Phase II – Affiliate and Specialized AJCC One-Stop Centers (Kern County Agreement # 407-2018)(hereinafter, referred to as "MOU Phase II - Affiliate and Specialized AJCCs"), consistent with WIOA and implementing regulations, concerning the resource sharing and Infrastructure Funding Agreements for the Affiliate and Specialized AJCC One-Stop Centers in the KIM WDA; and

WHEREAS, this MOU supersedes and replaces MOU Phase I, MOU Phase II and MOU Phase II - Affiliate and Specialized AJCCs entered into by and between the above-named parties; and

WHEREAS, it is understood that full implementation of this MOU may require further approvals from governing boards and legal counsel, and is subject to change upon the consent of the KIM WDB.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN ALL PARTIES AS FOLLOWS:

### Definitions

- A. Affiliate AJCC: An AJCC location where job seekers and employers can access the programs, services, and activities of one or more AJCC partners. An Affiliate AJCC is not required to provide access to all partner programs pursuant to WIOA Joint Final Rule Section 678.310.
- B. AJCC Network which include and are limited to, any and all Comprehensive AJCC One-Stop Centers, Affiliated AJCC Centers, and/or Specialized AJCC Centers.
- C. AJCC Partners: Includes mandated partners as outlined in WIOA,
- D. America's Job Center of California (AJCC): AJCC is the common identifier used within California to designate One-Stop centers and the One-Stop System.
- E. Chief Local Elected Official: Identified in WIOA Section 3, Definitions (9) as the chief local elected officer of a unit of general local government in a local area or the individual(s) designed under the local agreement pursuant to Section 107(c)(1)(B).
- F. Career Services: The services which shall be available, at a minimum, to individuals who are adults or dislocated workers through the KIM delivery system by the AJCC required Partners as authorized under their programs. The services consist of three categories:

basic career services, individual career services, and follow-up services. The career services that must be provided as part of the KIM delivery system are listed in WIOA Section 134(c)(2).

- G. Cash Contributions: Cash funds used to cover a Partner's proportionate share of the AJCC. The funds can be paid either directly from the Partner or through an interagency transfer on behalf of the Partner pursuant to WIOA Joint Final Rule Section 678.720.
- H. Colocated Partners: AJCC Partners who have a physical presence within the Comprehensive AJCC One-Stop Centers, either full-time, part-time, intermittent, or virtually.
- I. Comprehensive AJCC One-Stop Centers: Identifies each of the three comprehensive AJCC One-Stop Centers in the KIM WDA where job seekers and employers can access the programs, services, and activities of all required AJCC partners with at least one Title I staff person physically present pursuant to WIOA Joint Final Rule Section 678.720.
- J. Cost Allocation: Pursuant to 66 Federal Register 29639, cost allocation is the measurement of actual costs in relation to the benefit received in order to determine each partner's fair share of the KIM AJCC operating costs.
- K. Fair Share: The portion of KIM AJCC operating costs allocated to each partner in proportion to the benefits the partner receives from participation in the AJCC Network.
- L. Infrastructure Costs: Infrastructure costs of any one-stop center are non-personnel costs necessary for the general operation of the one-stop center, including, (i) rental of the facilities; (ii) utilities and maintenance; (iii) equipment (including assessment-related products and assistive technology for individuals with disabilities); (iv) technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities; and (v) common identifier costs including creating new signage, updating templates and materials, and updating electronic resources.
- M. In-Kind Contributions: Pursuant to 66 Federal Register 29639-29640, in-kind contributions by a non-AJCC Partner to support the AJCC in general, not a specific partner; or contributions by a non-AJCC Partner to an AJCC Partner to support its proportionate share of the infrastructure costs. Any unrestricted contributions that support the AJCC in general would lower the total amount of infrastructure costs prior to proportionate division. Any restricted contributions can be used by the intended partner(s) to lower their share of the infrastructure costs in accordance with WIOA Joint Final Rule Section 678.720. In-kind contributions may include funding from philanthropic organizations or other private entities or through other alternative financing options to provide a stable and equitable funding stream for the on-going AJCC delivery system operations pursuant to WIOA 121(c)(2)(A)(i).
- N. Memorandum of Understanding Agreement Period: The MOU must not be for a period that exceeds three (3) years. Additionally, pursuant to WIOA 121(c)(2)(v), the duration of the MOU and the procedures for amending the MOU during the duration of the MOU, and assurances that such memorandum shall be reviewed not less than once every three (3) years to ensure appropriate funding.

- O. Non-Cash Contributions: Expenditures made by one partner on behalf of the AJCC or contributions of goods or services contributed by a partner for the center's use. Contributions must be valued consistent with the Uniform Guidance pursuant to WIOA Joint Final Rule Section 678.720.
- P. Non-Colocated Partners: AJCC Partners who do not have a physical presence within the Comprehensive AJCC One-Stop Centers.
- Q. One-Stop Delivery System: Is a collaborative effort among public service agencies, nonprofit organizations, and private entities that administer workforce development, educational, and other human resource programs to make the variety of services available under those programs more accessible to eligible job seekers and employers.
- R. Other System Costs: Other system costs which are agreed upon the KIM WDB and all of the AJCC Partners that include services commonly provided by AJCC Partners to any individual, including, but not limited to, initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet needs, referral to other AJCC Partners, and business services, but must include applicable career services.
- S. Proportionate Share: The share of each partners program's infrastructure costs based upon its proportionate use of the AJCC, if the benefit is received from that use (WIOA Joint Final Rule Preamble page 55907).
- T. Physical Presence: Physical presence refers to the place where an entity is physically located in order to provide service delivery, which includes providing such services virtually as authorized by 34 CFR 361.305, subsection (d)(3). However, if an AJCC Partner is delivering services virtually, said AJCC Partner shall enter into an Infrastructure Funding Agreement for its fair share of the infrastructure costs related to such virtual service delivery at the comprehensive, affiliate and/or specialized AJCC One-Stop Center, including, but not limited to, (i) video conferencing equipment; (ii) information technology related expenses, and (iii) data connection fees.
- U. Required Partner: An entity that carries out one or more of the programs or activities identified under WIOA Section 121 (b)(1) and is required under said section to participate in the KIM One-Stop Delivery System and to make the career services under its program or activity available through the KIM system.
- V. Resource Sharing: Pursuant to 66 Federal Register 29639, Resource Sharing is the cash and/or resources each partner will contribute to fund its fair share of the costs for the operation of the KIM system. This can include In-Kind Contributions from third parties to partner programs as defined above. The KIM WDB, CLEO and KIM Partners may fund the costs of infrastructure of KIM One-Stop Delivery System through methods agreed upon by the KIM WDB, CLEO and KIM Partners through Resource Sharing.
- W. Specialized AJCC: is a location associated with either a Comprehensive or Affiliate AJCC that addresses specific needs of dislocated workers, youth, or key industry sectors, or clusters pursuant to WIOA Joint Final Rule Section 678.720.

- X. Third-Party In-Kind Contribution: Contributions by a non-Partner to support the AJCC in general, not a specific partner; or contributions by a non-AJCC partner to an AJCC partner to support its proportionate share of the infrastructure costs.
- Y. Training Services: Services to adults and dislocated workers as described in WIOA Section 134(c)(3). Pursuant to WIOA Section 134(c)(3)(D), these services may include occupational skills training, including training for nontraditional employment, on-the-job training, incumbent worker training, programs that combine workplace training with related instructions, which may include cooperative education programs, private-sector training programs, skill upgrading and restraining, apprenticeships, transitional jobs, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- Z. WIOA: The Workforce Innovation and Opportunity Act amends the Workforce Investment Act of 1998 to strengthen the workforce development system in the United States through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes.

# Article I. <u>Purpose of the MOU</u>

The AJCC is the local One-Stop Center within the KIM WDA which serves as the recruitment center and training access for local employers and job seekers. The AJCC is the cornerstone of Kern, Inyo and Mono counties workforce development system, and its partners are jointly responsible for the workforce and economic development, education, and other resource service programs.

WIOA emphasizes customer choice, job-driven training, provider performance, and continuous improvement. The quality and selection of providers and programs of training services is vital to achieving these core principles.

The parties to this agreement recognize the many benefits to our customers in the collaboration and integration of seamless service and have participated in the development and operation of a one-stop system doing business as the AJCC.

The administrators of the participating AJCC Partners have been granted general authority from their governing boards to work with other agencies in the community and to define their roles in the delivery of services as reflected herein.

It is understood that full implementation of the proposed system may require further approvals from governing boards and/or legal counsel for contracts, leases and/or sub-grant agreements.

# Article II. Local Vision Statement and Mission Statement

Vision Statement: "We will achieve recognition as the leading One-Stop system of professional employment services in California."

Mission Statement: "To provide quality, integrated, seamless, accessible and professional employment services for employers and job seekers."

The partners are committed to a locally-driven system which develops partnerships, and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

- i. Foster demand-driven skills attainment;
- ii. Enable upward mobility for all Californians; and
- iii. Align, coordinate, and integrate programs and services.

These objectives will be accomplished by ensuring access to high-quality AJCC that provide the full range of services available in the community for all customers seeking the following:

- A. Looking to find a job;
- B. Building basic educational or occupational skills;
- C. Earning a postsecondary certificate or degree;
- D. Obtaining guidance on how to make career choices; and
- E. Seeking to identify and hire skilled workers.

### Article III. Parties to the MOU

2.

- A. The following entities are required parties to this MOU:
  - 1. CLEO/s:Kern County Board of Supervisors1115 Truxtun Avenue, Suite 504Bakersfield, California 93301Tel: (661) 868-3680

Local Board:	KIM WDB
	1600 E. Belle Terrace
	Bakersfield, California 93307
	Tel: (661) 336-6893

### B. AJCC Partners, including colocated and non-colocated AJCC Partners:

The following is a list of colocated and non-colocated AJCC Partners in the KIM WDA. The colocated AJCC Partners are presently participating in the Infrastructure Funding Agreements ("IFAs") and Other System Costs Agreements ("OSCAs") for the Comprehensive AJCC One-Stop Centers. In addition, the non-colocated AJCC Partners are not currently participating in the IFAs and OSCAs, but once data becomes available to determine the AJCC benefit to them, the IFAs and OSCAs will be renegotiated to include their proportionate share of contributions.

Partner	Partner	Authorization	Signatory Official	Contact Information			
Program	Organization						
		Physically Colocated at S	E-AJCC, Delano-AJCC and Ridgecrest	-AJCC			
WIOA title I(B)	Employers'	WIOA title I (B) Adult,	Teresa Hitchcock,	Employers' Training Resource,			
Adult,	Training	Dislocated Worker, and	Assistant County Administrative	1600 E. Belle Terrace			
Dislocated	Resource	Youth Programs	Officer	Bakersfield, CA 93307			
Worker, and	(ETR)			(661) 336-6972			
Youth Programs				Email: hitchcockt@kerncounty.com			
Migrant	Employers'	National Farmworker	Teresa Hitchcock,	Employers' Training Resource			
Seasonal Farm	Training	Jobs Program, (NFJP) 2,	Assistant County Administrative	1600 E. Belle Terrace			
Worker	Resource	WIOA Sec. 167	Officer	Bakersfield, CA 93307			
	(ETR)			(661) 336-6972			
				Email: hitchcockt@kerncounty.com			
Wagner-Peyser	Employment	Wagner-Peyser	Shelly Tarver, Deputy Division	Employment Development Department			
Employment	Development	Employment Services	Chief, Central Valley Region, EDD	1600 E. Belle Terrace			
Services (ES)	Department	(ES) program, authorized	Southern Workforce Services	Bakersfield, CA 93307			
	(EDD)	under the Wagner-	Division	(661) 635-2608			
		Peyser Act (29 U.S.C. 49		Email: <u>starver@edd.ca.gov</u>			
		et seq.), as amended by					
		title III of WIOA, also					
		providing the state's					
		public labor exchange					
Trade	Employment	Trade Adjustment	Shelly Tarver, Deputy Division	Employment Development Department			
Adjustment	Development	Assistance (TAA),	Chief, Central Valley Region, EDD	1600 E. Belle Terrace			
Assistance (TAA)	Department	authorized under	Southern Workforce Services	Bakersfield, CA 93307			
	(EDD)	chapter 2 of title II of the	Division	(661) 635-2608			
		Trade Act of 1974 (19		Email: <u>starver@edd.ca.gov</u>			
		U.S.C. 2271 et seq.)					

Partner	Partner	Authorization	Signatory Official	Contact Information
Program	Organization			
		Physically Colocated at S	E-AJCC, Delano-AJCC and Ridgecrest	AJCC
Jobs for	Employment	Jobs for Veterans State	Shelly Tarver, Deputy Division	Employment Development Department
Veterans State	Development	Grants (JVSG),	Chief, Central Valley Region, EDD	1600 E. Belle Terrace
Grants (JVSG)	Department	authorized under	Southern Workforce Services	Bakersfield, CA 93307
	(EDD)	chapter 41 of title 38,	Division	(661) 635-2608
		U.S.C		Email: <u>starver@edd.ca.gov</u>
Temporary	Department	Temporary Assistance	Dena Murphy, Director	Kern County Department of Human
Assistance for	of Human	for Needy Families		Services
Needy Families	Services	(TANF), authorized under		100 E. California Avenue
(TANF)	(DHS)	part A of title IV of the		Bakersfield, CA 93307
		Social Security Act (42		Telephone: (661) 631-6550
		U.S.C. 601 et seq.)		Email: <u>murphyd@kerndhs.com</u>
Department of	California	State Vocational	Araceli Holland, SSMII-District	California Department of Rehabilitation
Rehabilitation	Department	Rehabilitation (VR)	Administrator, Department of	2550 Mariposa Mall, Room 2000
	of	program, authorized	Rehabilitation,	Fresno, California 93721
	Rehabilitation	under Title I of the	San Joaquin Valley District	Telephone: (661) 395-2531
	(DOR)	Rehabilitation Act of		Email: araceli.holland@dor.ca.gov
		1973 (29 U.S.C.720 et		
		seq.), as amended by		
		title IV of WIOA		
		Not Phy	vsically Colocated at AJCC	
Job Corps	Job Corps	Job Corps, WIOA Title I,	Matthew Davis, Director	Olde Management Group, LLC
		Subtitle C		Long Beach Job Corps Center
				1903 Santa Fe Avenue
				Long Beach, CA 90810
				Telephone: (562) 983-1777
				Email: <u>davis.matthew@jobcorps.org</u>

Partner	Partner	Authorization	Signatory Official	Contact Information
Program	Organization			
			ysically Colocated at AJCC	1
YouthBuild	YouthBuild	YouthBuild WIOA Sec.	N/A	N/A
		171 (29 USC 3226)		
Community	Bakersfield	Career and technical	Sonya Christian, President	Bakersfield College
College	College	education (CTE)		1801 Panorama Drive
	(BC)	programs at the		Bakersfield, CA 93306
		postsecondary level,		Telephone: (661) 395-4011
		authorized under the		Email:
		Carl D. Perkins Career		Sonya.christian@bakersfieldcollege.edu
		and Technical Education		
		Act of 2006 (20 U.S.C.		
		2301 et seq.)		
Community	Cerro Coso	Career and technical	Jill Board, President	Cerro Coso Community College
College	Community	education (CTE)		3000 College Heights Boulevard
	College	programs at the		Ridgecrest, CA 93555
	(CCCC)	postsecondary level,		Telephone: (760) 384-6100
		authorized under the	:	Email: jboard@cerrocoso.edu
		Carl D. Perkins Career		
		and Technical Education		
		Act of 2006 (20 U.S.C.		
		2301 et seq.)		

Partner	Partner	Authorization	Signatory Official	Contact Information
Program	Organization			
	N	Not Phy	vsically Colocated at AJCC	A
Community	Kern	Career and technical	Deborah Martin, Chief Financial	Kern Community College District
College	Community	education (CTE)	Officer	2100 Chester Avenue
	College	programs at the		Bakersfield, CA 93301
	District	postsecondary level,		Telephone: (661) 336-5124
		authorized under the		Email: dmarti@kccd.edu
		Carl D. Perkins Career		
		and Technical Education		
		Act of 2006 (20 U.S.C.		
		2301 et seq.)		
Community	Taft College	Career and technical	Dr. Debra Daniels,	Taft College
College	(TC)	education (CTE)	Superintendent/President	29 Cougar Court
		programs at the		Taft, CA 93268
		postsecondary level,		Telephone: (661) 763-7710
		authorized under the		ddaniels@taftcollege.edu
		Carl D. Perkins Career		
		and Technical Education		
		Act of 2006 (20 U.S.C.		
		2301 et seq.)		
Second Chance	Latino	Reentry Employment	Richard R. Ramos, Executive	Latino Coalition for Community
Act	Coalition for	Opportunities (REO)	Director	Leadership
	Community	programs authorized		970 Village Lane
	Leadership	under sec. 212 of the		Santa Barbara, CA 93110
	(LCCL)	Second Chance Act of		Telephone: (805) 331-0902
		2007 (42 U.S.C. 17532)		rramos@latinocoalition.org
		and WIOA sec. 169		

Partner	Partner	Authorization	Signatory Official	Contact Information
Program	Organization			
		Not Phy	sically Colocated at AJCC	
Unemployment	Employment	Unemployment	Carlos Beltran, Employment	Employment Development Department
Insurance (UI)	Development	Insurance (UI) programs	Development Administrator	Unemployment Insurance
	Department	under state		EDD UI Center San Diego #049
	(EDD)	unemployment		1350 Front Street, Room 1047
	1	compensation laws		San Diego, CA 92101
				Telephone: (619) 525-4619
				Email: <u>cbeltran@edd.ca.gov</u>
			Lesson Tables Frenchise Diseases	Community Antion Destances his of Kom
Community	Community	Employment and training	Jeremy Tobias, Executive Director	Community Action Partnership of Kern
Services Block	Action	activities carried out		5005 Business Park North
Grant Act	Partnership of	under the Community		Bakersfield, CA 93309
(CSBG)	Kern	Services Block Grant Act		Telephone: (661) 336-5236
	(САРК)	(CSBG) (42 U.S.C. 9901 et		Email: <u>jtobias@capk.org</u>
		seq.)		
WIOA Title V	SER – Jobs for	Senior Community	Jesus Padron, President/CEO	SER – Jobs for Progress, Inc.
Older Workers	Progress, Inc.	Service Employment		255 N. Fulton Avenue, Suite 106
Program	(SER Jobs)	Program (SCSEP),		Fresno, CA 93701
		authorized by title V of		Telephone: (559) 452-0881
		Older Americans Act of		Email: jesuspadron@sercalifornia.org
		1965 (42 U.S.C. 3056 et		
		seq.)		
Housing &	Housing	Employment and training	Stephen Pelz, Executive Director	Housing Authority of Kern County
Urban	Authority of	activities carried out by		601 24 <sup>th</sup> Street
Development	Kern County	the Department of		Bakersfield, CA 93301
	(HACK)	Housing and Urban		Telephone: (661) 631-8500, Ext. 2005
		Development (HUD)		Fax: (661) 631-9500
				Email: spelz@kernha.org

Partner	Partner	Authorization	Signatory Official	Contact Information		
Program	Organization					
	1	Not Ph	ysically Colocated at AJCC			
California Indian	California	Indian and Native	Lorenda T. Sanchez, Executive	California Indian Manpower Consortium		
Manpower	Indian	American Programs	Director	Inc.		
Consortium, Inc.	Manpower	(INA), WIOA sec. 166, 29		738 North Market Boulevard		
	Consortium,	USC 3221		Sacramento, CA 95834		
	Inc. (CIMC)			Telephone: (916) 920-0285		
				Email: lorendas@cimcinc.com		
Adult Education	Delano Joint	WIOA title II Adult	Jason Garcia, Superintendent	Delano Joint Union High School District		
	Union High	Education and Family		1720 Norwalk Street		
	School District	Literacy Act (AEFLA)		Delano, CA 93215		
	(DJTUHSD)	program		Telephone: (661) 720-4101		
				Email: jgarcia@djuhsd.org		
Adult Education	Farmworker	WIOA title II Adult	David Villarino, President/CEO	Farmworker Institute for Education &		
	Institute for	Education and Family		Leadership Development		
	Education &	Literacy Act (AEFLA)		410 West J Street, Suite A		
	Leadership	program		Tehachapi, CA 93561		
	Development			Telephone: (661) 972-8485		
	(FIELD)			Email: <u>davidv@fieldinstitute.org</u>		
Adult Education	Kern High	WIOA title II Adult	Dean McGee, Assistant	Kern High School District		
	School District	Education and Family	Superintendent	5801 Sundale Avenue		
	(KHSD)	Literacy Act (AEFLA)		Bakersfield, CA 93309		
		program		Telephone: (661) 827-3100		
				dmcgee@khsd.k12.ca.us		
WIOA title I(B)	Inyo County	WIOA Title I (B) Adult	Marilyn Mann, HHS	Inyo County Department of Health and		
Adult and	Health and	and Dislocated Worker	Director	Human Services		
Dislocated	Human	Programs		163 May Street		
Worker	Services			Bishop, CA 93514		
Programs	(Inyo)			Telephone: (760) 873-3305		
				Email: mmann@inyocounty.us		

Partner	Partner	Authorization	Signatory Official	Contact Information
Program	Organization			
		Not Phy	sically Colocated at AJCC	
WIOA title I(B)	Mono County	WIOA Title I (B) Adult,	Kathryn Peterson, Director	Mono County Social Services Department
Adult,	Social Services	Dislocated Worker, and		452 Mammoth Road, Suite 305
Dislocated	Department	Youth Programs		Mammoth Lakes, CA 93546
Worker, and	(Mono)			Telephone: (760) 924-1763
Youth Programs				Email: <u>kpeterson@mono.ca.gov</u>

BASIC CAREER SERVICES		Т	Title I Program				Out-	Orient-	Initial
			Eligil			Title I	reach	tation	Assess
Agency	Title	Adult	DW	Youth	Oth	Eligib			ment
Inyo	Title I(B) Ad/DW/Y	X							
Mono	Title I(B) Ad/DW/Y	Х	Х				Х		X
ETR	Title I(B) Adult	X					X	X	X
ETR	Title I(B) DW		Х				X	X	X
ETR	Title I(B) Youth			X			X	X	X
ETR	Title I(D)167 MSFW			X			X	X	X
Job Corps	Title I(C) Job Corps	X		X		Х	X	X	X
None	Title I(D)171 YouthBuild	I							
СІМС	Title I(D)166 Native American	1			Х		X	X	X
KHSD	Title II Ad Educ Liter	x	Х	X		Х	Х	X	X
DJUHSD	Title II AEL					X	Х	X	X
FIELD	Title II AEL	X	Х	X	Х	X	X	X	X
EDD	Title III Wagner-Peyser	I				Х	X	X	X
DOR	Title IV Voc Rehab	X	Х	X		Х	X	X	X
EDD	ТАА					Х	X	X	X
EDD	Veterans	Ι				X	X	X	X
EDD	UI					X			
DHS	CalWORKS					Х		X	X
KHSD	Perkins Post-2nd	X	Х	X		Х	X	X	X
BC	Perkins Post-2nd					X	X	X	X
ТС	Perkins Post-2nd					Х	X	X	X
CCCC	Perkins Post-2nd	I				X	X	X	X
SER Jobs	Title V Older Americans Act					Х	X	X	X
САРК	CSBG					Х			
НАСК	E&T under HUD					X	X		X
LCCL	Second Chance Act	1		1		X	X	X	X

The following Basic and Individual Career Services will also be offered by the AJCC Partners within the KIM WDA.

# - CIMC provides these services through its Eastern Sierra Field Office

BASIC CA	REER SERVICES	Intake	Labor	Referral	Labor	Perform-	Support	UI	Finan-
			Exchg,	One-Stop	Market	ance &	Service	Info	cial Aid
Agency	Title		JSA*	Partner	Info	Cost Info	Info		Info
Inyo	Title I(B) Ad/DW/Y	Х	Х	Х				Х	
Mono	Title I(B) Ad/DW/Y	Х	X	Х	Х	Х	X	Х	X
ETR	Title I(B) Adult	Х	X	Х	Х	Х	X	Х	X
ETR	Title I(B) DW	Х	Х	Х	Х	Х	X	Х	X
ETR	Title I(B) Youth	Х	Х	Х	Х	Х	X	Х	X
ETR	Title I(D)167 MSFW	Х	X	Х	Х	Х	X	Х	X
Job Corps	Title I(C) Job Corps	Х	X	Х	Х	Х	X	Х	X
None	Title I(D)171 YouthBuild								
CIMC	Title I(D)166 Native American	Х	X	Х	Х		X	Х	X
KHSD	Title II Ad Educ Liter	Х	X	Х	Х	Х	X		X
DJUHSD	Title II AEL	Х	X	Х	Х	Х	X	Х	X
FIELD	Title II AEL	Х							
EDD	Title III Wagner-Peyser		JSA/LE	Х	Х		X	Х	
DOR	Title IV Voc Rehab	Х		Х	Х	Х	X		
EDD	ТАА	Х	JSA/LE	Х	Х		X	X	X
EDD	Veterans	Х	JSA/LE	Х	Х		X	Х	
EDD	UI							Х	
KCDHS	CalWORKS	Х	X	Х			X		
KHSD	Perkins Post-2nd	Х	X	Х	Х	Х	X		X
BC	Perkins Post-2nd		X	Х	X	Х	X		assist
тс	Perkins Post-2nd	Х	X	Х	Х	Х	X	Х	X
CCCC	Perkins Post-2nd	Х	X	Х	Х	X	X		X
SER Jobs	Title V Older Americans Act	Х		Х	X		X		
САРК	CSBG						X		
НАСК	E&T under HUD			Х			X		assist
LCCL	Second Chance Act	Х		Х	Х	Х	X		X

\*Job Search Assistance (Resource Room) # - CIMC provides these services through its Eastern Sierra Field Office

INDI	VIDUAL CAREER SERVICES	Compre-	Career	IEP or	Short Term
		hensive	Plan	IPE**	Pre-Voca
Agency	Title	Assess*	Counsel		tional***
Inyo	Title I(B) Ad/DW/Y				
Mono	Title I(B) Ad/DW/Y	CASAS	Х	IEP	
ETR	Title I(B) Adult	CASAS, WorkKeys	Х	IEP	Х
ETR	Title I(B) DW	CASAS, WorkKeys	Х	IEP	Х
ETR	Title I(B) Youth	CASAS, WorkKeys	Х	IEP	
ETR	Title I(D)167 MSFW	CASAS, WorkKeys	Х	IEP	Х
Job Corps	Title I(C) Job Corps	TABE	Х	IEP	Х
None	Title I(D)171 YouthBuild		Х	IEP	Х
CIMC	Title I(D)166 Native American	COPSystem	X	Х	Х
KHSD	Title II Ad Educ Liter	CASAS	Х	Х	Х
DJUHSD	Title II AEL	CASAS	Х		Х
FIELD	Title II AEL	CASAS	Х	Х	Х
EDD	Title III Wagner-Peyser		Х	Х	
DOR	Title IV Voc Rehab	Fosters/Psych	Х	IPE	Youth
EDD	ТАА		Х	Agency Plan	Х
EDD	Veterans	·	Х	Agency Plan	
EDD	זט				
DHS	CalWORKS	Fosters	Х	Х	Х
KSHD	Perkins Post-2nd	CASAS	Х	Х	Х
BC	Perkins Post-2nd	WorkKeys 4 BC Students	X	Х	X/Gen Pop
ТС	Perkins Post-2nd	WorkKeys	Х		Х
CCCC	Perkins Post-2nd	CASAS	Х	Х	Х
SER Jobs	Title V Older Americans Act	TABE	Х	IEP	Job Training
САРК	CSBG				
НАСК	E&T under HUD			X (ITSP)	Refer
LCCL	Second Chance Act	Criminogenic Risk	X		Х

INDIVID	Intern-/	Out-of-Area	Finan-	Access or	Workforce	
		Externship	Job Search	cial	teach	Prep Title II
Agency	Title	WEX		Literacy	ESL	Ad Educ Lit***
Inyo	Title I(B) Ad/DW/Y		Х			X
Mono	Title I(B) Ad/DW/Y		Х	X		Х
ETR	Title I(B) Adult	contract out		TAY		
ETR	Title I(B) DW	contract out		SBDC		
ETR	Title I(B) Youth	contract out		X		
ETR	Title I(D) 167 MSFW	contract out			Х	
Job Corps	Title I(C) Job Corps	Х	Х	X	Х	X
None	Title I(D)171 YouthBuild					
CIMC	Title I(D) 166 Native American	Х	Х	X		Х
KHSD	Title II Ad Educ Liter	Х			ESL	X
DJUHSD	Title II AEL	Х		X	Х	Х
FIELD	Title II AEL	Х		X	ESL	Х
EDD	Title III Wagner-Peyser		Х			
DOR	Title IV Voc Rehab	Х		X		
EDD	TAA	X	Х	X	Refer	Refer
EDD	Veterans		Х			
EDD	บเ					
DHS	CalWORKS	X		X		
KHSD	Perkins Post-2nd	X		X	Х	X
BC	Perkins Post-2nd	Х	Х	X	Х	X
тс	Perkins Post-2nd	X	Х	Fin, Aid, Counsel	Х	X
CCCC	Perkins Post-2nd	X	Х	X	Х	X
SER Jobs	Title V Older Americans Act				Refer	Refer
САРК	CSBG			Х		
НАСК	E&T under HUD			X	Refer	Refer
LCCL	Second Chance Act	X		X		

\*Assessment: CASAS, WorkKeys

\*\*Individual Employment Plan or Individual Plan for Employment

\*\*\*Develop skills: Learning; communication; interviewing; personal maintenance;

punctuality; professional conduct; prep unsubsidized employment or training (soft skills)

\*\*\*\*\*Acquire skills: basic academic; critical thinking; digital literacy; self-management;

teamwork; utilize resources & information; understanding systems; acquire skills to

successfully transistion into and complete post secondary education or training and employment

# - CIMC provides these services through its Eastern Sierra Field Office

## - CAPK provides these services to Opportunity Youth in Bakersfield and Shafter as funding is available

The above-referenced local agencies are the AJCC partners located in the Local Workforce Development Area (LWDA) which will provide access to programs, activities, and services. Services will also be offered at a comprehensive one-stop center within the LWDA. Attached hereto and incorporated herein as Exhibit "A" is the system map which identifies the locations of every comprehensive, affiliate and specialized AJCC within the LWDA.

# Article IV. Phases of the MOU Development

The MOU development process took place in three phases. MOU Phase I addressed service coordination and collaboration amongst the AJCC Partners. MOU Phase II addressed how to function and fiscally sustain the unified system described in MOU Phase I through the use of resource sharing and joint infrastructure costs for the Comprehensive AJCC One-Stop Centers. MOU Phase II – Affiliate and Specialized AJCCs addressed how to function and fiscally sustain the unified system described in Phase I through the use of resource sharing and joint infrastructure costs for the Comprehensive AJCC One-Stop Centers.

For this MOU, the KIM WDB has prepared and finalized one MOU that addresses shared customers, services and costs.

# Article V. Local AJCC One-Stop Delivery System

The purpose of the AJCC One-Stop delivery system is to bring together workforce development, education and other resource services in a seamless, customer-focused network of providers, thereby enhancing customer access. The goal is to improve long-term employment outcomes for individuals receiving assistance. The AJCC Partners administer separately funded programs as a set of integrated streamlined services to customers.

The KIM WDB manages fourteen (14) AJCCs throughout Kern, Inyo and Mono Counties. The KIM WDA has three (3) Comprehensive, nine (9) Affiliate, and two (2) Specialized AJCCs, also known as One-Stop Centers that are designed to provide a full range of assistance to job seekers and businesses. Many of these AJCCs were established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act.

# A. Comprehensive AJCC One-Stop Centers

These three (3) Comprehensive AJCC One-Stop Centers in the KIM WDA are located as follows:

- a. Southeast Bakersfield AJCC (SE-AJCC) is located at 1600 E. Belle Terrace in Bakersfield, California. The SE-AJCC consists of four (4) colocated AJCC Partners.
- b. Delano AJCC (Delano-AJCC) is located at 1816 Cecil Avenue in Delano, California. The Delano AJCC consists of four (4) colocated AJCC Partners.
- c. Ridgecrest AJCC (Ridgecrest-AJCC) is located at 540 Perdew Avenue, Suite B2, in

Ridgecrest, California. The Ridgecrest AJCC consists of four (4) colocated AJCC partners, including EDD which is providing virtual service delivery.

### B. Affiliate AJCC One-Stop Centers

These nine (9) Affiliate AJCC One-Stop Centers in the KIM WDA are located as follows:

- a. Oildale AJCC (AJCC Oildale) is located at 1129 Olive Drive, Suite H, , in Bakersfield, Kern County, California. The AJCC – Oildale consists of one (1) AJCC Partner, including and limited to, Employers' Training Resource.
- b. Shafter AJCC (AJCC Shafter) is located at 115 Central Valley Highway in Shafter, Kern County, California. The AJCC – Taft consists of one (1) AJCC Partner, including and limited to, Employers' Training Resource (ETR). On June 22, 2015, ETR and the Department of Human Services (DHS) entered into a Memorandum of Understanding for Job Placement Services relative to this AJCC – Shafter, wherein DHS is required to provide space for one (1) employee of ETR assigned to perform the job placement activities outlined in said MOU and staff the Resource Room in the affiliate AJCC One-Stop Center. A copy of the Memorandum of Understanding for Job Placement Services is attached hereto as Exhibit "B".
- c. Taft AJCC (AJCC Taft) is located at 119 North 10<sup>th</sup> Street in Taft, Kern County, California. The AJCC – Taft consists of one (1) AJCC Partner, including and limited to, ETR.
- d. Lake Isabella AJCC (AJCC Lake Isabella) is located at 6401 Lake Isabella Boulevard in Lake Isabella, Kern County, California. The AJCC – Lake Isabella consists of one (1) AJCC Partner, including and limited to, ETR.
- e. Lamont AJCC (AJCC Lamont) is located at 8300 Segrue Road in Lamont, Kern County, California. The AJCC – Lamont consists of one (1) AJCC Partner, including and limited to, ETR. On June 22, 2015, ETR and the Department of Human Services (DHS) entered into a Memorandum of Understanding for Job Placement Services relative to this AJCC – Lamont One-Stop Center, wherein DHS is required to provide space for one (1) employee of ETR assigned to perform the job placement activities outlined in said MOU and staff the Resource Room in the affiliate AJCC One-Stop Center.
- f. Mojave AJCC (AJCC Mojave) is located at 2300 Highway 58 in Mojave, Kern County, California. The AJCC – Mojave consists of one (1) AJCC Partner, including and limited to, ETR.
- g. Walker AJCC (AJCC Walker) is located at 107384 Highway 395 in Walker, Mono County, California. The AJCC – Walker consists of one (1) AJCC Partner, including and limited to, Mono County Social Services Department which receives monies from ETR to perform Title I (B) Adult, Dislocated Worker, and Youth program and

#### services.

- Mammoth Lakes AJCC (AJCC Mammoth Lakes) is located at 452 Old Mammoth Road, Suite 305 in Mammoth Lakes, Mono County, California. The AJCC – Mammoth Lakes consists of one (1) AJCC Partner, including and limited to, Mono County Social Services Department which receives monies from ETR to perform Title I (B) Adult, Dislocated Worker, and Youth program and services.
- Inyo AJCC (AJCC Inyo) is located at 920 N. Main Street in Bishop, Inyo County, California. The AJCC – Inyo consists of one (1) AJCC Partner, including and limited to, Inyo County Department of Health and Human Services which receives monies from ETR to perform Title I (B) Adult and Dislocated Worker program and services.

### C. Specialized AJCC One-Stop Centers

The KIM WDB has established two (2) Specialized One-Stop Centers in the WDA. One of the specialized One-Stop centers is located at the Beale Library and has been named EPIC@The Beale. EPIC @ The Beale specializes in targeting Opportunity Youth, formally referred to as Disconnected Youth. The other specialized AJCC One-Stop center is the Back-to-Work Center, which was established specifically to respond to a large localized layoff. Kern County has seen significant layoffs in a variety of industries over the years. These specialized AJCC one-stop centers do not provide access to every required Partner, but has a way to make referrals to AJCC Partners in the comprehensive, affiliate and specialized AJCC One-Stop centers. The specialized one-stop centers have access to the referral system to make sure that services were provided after the referral. These specialized AJCC one-stop centers serve the needs of Kern County by providing dedicated locations where (i) rapid response and layoff aversion activities can be facilitated concurrently with services for re-connecting dislocated workers with opportunities for employment, and (ii) young people can find the support they need to be successful. These two (2) Specialized AJCC One-Stop Centers are located as follows:

- a. Back-to-Work Center AJCC (AJCC Back-to-Work Center) is located at 1405 Commercial Way, Suite 120, in Bakersfield, Kern County, California. The AJCC Back-to-Work Center consists of one (1) AJCC Partner, including and limited to, ETR.
- b. EPIC @ The Beale (AJCC EPIC @ The Beale) is located at 701 Truxtun Avenue, in Bakersfield, Kern County. The AJCC – EPIC @ The Beale consists of one (1) AJCC Partner, including and limited to, ETR.

# Article VI. Terms and Conditions

### A. AJCC Partner Services:

At a minimum, the AJCC Partners will make the below services available, as applicable to the program, consistent with and coordinated via the Comprehensive AJCC One-Stop

Centers. Additional WIOA services may be provided on a case-by-case basis and with the approval of the KIM WDB.

BUSINESS SERVICES				
Consistent with and coordinated through the AJCC Network System				
Serve as a single point of	Provide information and	Assist with disability and		
contact for businesses,	services related to	communication		
responding to all requests in a	Unemployment Insurance	accommodations, including		
timely manner	taxes and claims	job coaches		
Conduct outreach regarding Local workforce system's services and products	Conduct on-site Rapid Response activities regarding closures and downsizings; and Layoff aversion	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for- performance contract strategies		
Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment and referral services	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers		
	BUSINESS SERVICES			
Consistent with an	d coordinated through the AJCO	C Network System		
Assist with the interpretation of labor market information	Conduct job fairs	Develop customized training opportunities to meet specific employer and/or industry cluster needs		
Use of one-stop center facilities for recruiting and interviewing job applicants	Consult on human resources issues	Coordinate with employers to develop and implement layoff aversion strategies		
Post job vacancies in the state	Provide information	Provide incumbent worker		
labor exchange system and	regarding disability	upgrade training through		
take and fill job orders	awareness issues	various modalities		
	BUSINESS SERVICES			
Consistent with an	d coordinated through the AJCO	C Network System		
Provide information regarding workforce development initiatives and programs	Provide information regarding assistive technology and communication accommodations	Develop, convene, or implement industry or sector partnerships		

JOB SEEKER SERVICES				
Basic Career Services	Individualized Career Services	Training		
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)		
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employment plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above		
Job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non- traditional employment)	Referral to training services	On-the-Job Training (OJT)		
Access to employment opportunity and labor market information	Group counseling	Incumbent Worker Training		
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education		
Information on performance of the Local workforce system	Individual counseling and career planning	Training programs operated by the private sector		

JOB SEEKER SERVICES			
Basic Career Services	Individualized Career Services	Training	
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance	Skill upgrading and retraining	
Information and meaningful assistance on Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training	
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training	
Information and assistance in applying for financial aid for training and education programs not provided under WIOA	Post-employment follow-up services and support	Other training services as determined by the workforce partner's governing rules	

YOUTH SERVICES		
Tutoring, study skills training, instruction, and evidence based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.	Alternative secondary school services, or dropout recovery services, as appropriate.	

YOUTH SERVICES		
Paid and unpaid work experiences that have as a component academic and occupational education, which may include: Summer employment opportunities and other employment opportunities available throughout the school year, pre- apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.	
Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster. Supportive services.	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate. Adult mentoring for the period of	
Follow-up services for not less than 12	participation and a subsequent period, for a total of not less than 12 month. Comprehensive guidance and counseling,	
months after the completion of participation, as appropriate. Financial literacy education.	which may include drug and alcohol abuse counseling and referral, as appropriate. Entrepreneurial skills training.	
Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.	Activities that help youth prepare for and transition to postsecondary education and training.	

# B. <u>Training Services</u>

Through the AJCC One-Stop system, individuals interested in training will be evaluated by ETR, Client Services Division, or its subgrantee(s) to determine whether or not they are in need of training, and if they possess the skills and qualifications needed to participate successfully in the training program in which they express an interest. Training services must be directly linked to occupations that are in demand in the local area or in another area to which the individual receiving services is willing to relocate.

Training Services include, but are not limited to, the following:

- 1. Occupational skills training, including training for nontraditional employment;
- 2. On-the-job training (OJT);
- 3. Incumbent worker training;

- 4. Programs that combine workplace training with related instruction, which may include cooperative education programs;
- 5. Training programs operated by the private sector;
- 6. Skills upgrading and retraining;
- 7. Entrepreneurial training;
- 8. Transitional jobs (Work Experience);
- 9. Job readiness training provided in combination with another training service.
- 10. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training service;
- 11. Customized Job Training (CJT) conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training; and/or
- 12. Other trainings available through the AJCC Partners.

# C. Follow-up Services

Counseling is available by any of the AJCC Partners for the workplace for Adult, Dislocated Workers and Youth participants in workforce development activities who are placed in unsubsidized employment for up to twelve (12) months after the first day of employment.

# D. Access for Individuals with Barriers to Employment

All AJCC Partners agree to prioritize services as outlined under WIOA for adult and dislocated worker and for individuals with barriers to employment. The AJCC Partners agree that "Access" to programs and services means having:

- 1. Program staff physically present at the location;
- 2. Having AJCC Partner program staff physically present that are trained to provide information to customers about the programs, services, and activities available through AJCC Partner programs;
- 3. When available, providing direct linkage through technology to program staff who can provide meaningful information and/or services; and/or
- 4. Providing access to adults with barriers to employment including those with the following barriers as defined in WIOA: displaced homemakers; Indians, Alaskan Natives and Native Hawaiians; individuals with disabilities including youth with disabilities; older individuals; ex-offenders; homeless individuals; youth who are in or have aged out of the foster care system; individuals who are English language learners, individuals with low levels of literacy and individuals facing cultural barriers; eligible migrant and seasonal farmworkers; individuals within two years of exhausting lifetime eligibility under TANF; single parents to include single pregnant women; and long-term unemployed individuals.

AJCC Partners commit to offer priority of services to recipients of public assistance, other low-

income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds. Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the dislocated worker population.

Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E).

"Direct linkage" means providing direct connection at the AJCC one-stop, within a timely manner, by phone, in person or through a real-time Web-based communication to a program staff member who can provide program information or services to the customer.

Services provided through technology must be meaningful, available in a timely manner and <u>not</u> simply a referral to additional services at a later date or time.

The KIM WDB will ensure that information on the availability of basic career services is accessible at all AJCC one-stop physical locations and access points, including electronic access points, regardless of where individuals initially enter the local one-stop system.

The AJCC Partners agree that:

- 1. "Registration" is the point at which information that is used in performance information (Core programs, i.e. Title I-IV) begins to be collected.
- ii. "Participation" is the point at which the customer has been determined eligible for program services and has received or is receiving a WIOA service, such as individual career services, and is the point at which they will be included in the performance calculation for the primary indicator.
- iii. The difference between registration and participation: Individuals who are primarily seeking information are not treated as participants and their self-service or informational search (service) requires no registration. When a customer seeks more than minimal assistance from staff in taking the next steps towards self-sufficient employment, the person must be registered and eligibility must be determined.

### E. <u>Methods for Referring Customers</u>

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. The KIM WDB and AJCC Partners developed a flow chart to describe the referral system which is attached hereto and incorporated herein as Exhibit "C". In order to facilitate such a system, AJCC Partners agree to:

1. Familiarize themselves with the basic eligibility and participation requirements,

as well as with the available services and benefits offered, for each of the Partners' programs represented in the KIM WDA's AJCC Network,

- 2. Develop materials summarizing their program requirements and making them available for AJCC Partners and customers,
- 3. Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals in accordance with the AJCC Referral Policy to customers who are eligible for supplemental and complementary services and benefits under AJCC Partner programs,
- 5. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- 6. Commit to robust and ongoing communication required for an effective referral process, and
- 7. Commit to actively following-up on the results of referrals and assuring that AJCC Partner resources are being leveraged at an optimal level.

### F. Shared Technology and System Security

- 1. AJCC Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once. AJCC Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws.
- 2. AJCC Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.
- 3. All data, including customer PII, collected, used, and disclosed by AJCC Partners will be subject to the following:
  - a. Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
  - b. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and

applicable State privacy laws.

- c. All confidential data contained in Unemployment Insurance (UI) wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- d. All personal information contained in Vehicle Registration (VR) records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- e. Customer data may be shared with other programs, for those programs' purposes, within the AJCC network only after the informed written consent of the individual has been obtained, where required.
- f. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- g. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).
- h. All Comprehensive AJCC One-Stop Centers and staff of AJCC Partners will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

# Article VII. Roles and Responsibilities of AJCC Partners

- A. The AJCC Partners to this agreement will work closely together to ensure that all Comprehensive AJCC One-Stop Centers are high performing work places with staff who will ensure quality of service.
  - 1. All AJCC Partners to this Agreement shall comply with the following:
    - a. Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
    - b. Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
    - c. Section 504 of the Rehabilitation Act of 1973, as amended,
    - d. The Americans with Disabilities Act of 1990 (Public Law 101-336),
    - e. The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,

- f... Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- g. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g;
   34 CFR part 99),
- h. Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- 1. The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- j. The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination,
- k. All amendments to each, and
- I. All requirements imposed by the regulations issued pursuant to these acts.
- 2. Additionally, all AJCC Partners shall:
  - a. Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the AJCC Partner Services section above,
  - b. Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers,
  - c. Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement,

- d. Commit to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement,
- e. When applicable, shall include "A proud partner of the American Job Center of California" on any products, programs, activities, services, facilities, and materials used by the combined AJCC partnership of the onestop system, and
- e. Promote system integration to the maximum extent feasible through:
  - i. Effective communication, information sharing to the extent allowed by state or federal laws, and collaboration with the One-Stop Operator and/or AJCC Partners,
  - ii. Joint planning, policy development, and system design processes,
  - iii. Commitment to the joint mission, vision, goals, strategies, and performance measures,
  - iv. The design and use of common intake, assessment, referral, and case management processes,
  - v. The use of common and/or linked data management systems and data sharing methods, including, Management Information System (MIS) CalJOBS, as appropriate and/or allowable under the AJCC Partner's state and/or federal funding,
  - vi. Leveraging of resources, including other public agency and nonprofit organization services,
  - vii. Making reasonable efforts to participate in a continuous improvement process designed to boost outcomes and increase customer satisfaction,
  - viii. Making reasonable efforts to participate in regularly scheduled Partner meetings to exchange information in support of the MOU and encourage program and staff integration, and
  - ix. Collaborating and partnering in grants that benefit the LWDA.

#### Article VIII. Roles and Responsibilities of the KIM WDB

A. The KIM WDB ensures the workforce-related needs of employers, workers, and job

seekers in the KIM WDA are met, to the maximum extent possible with available resources. The KIM WDB will, at a minimum:

- a. In collaboration and partnership with the CLEO and other applicable AJCC Partners within the planning area, develop the strategic local vision, goals, objectives, and workforce-related policies,
- b. In cooperation with the CLEO, design and approve the AJCC Network structure. This includes, but is not limited to: adequate, sufficient, and accessible AJCC Network for all employers, workers, and job seekers,
- c. Provide sufficient types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
- d. In collaboration with the CLEO, designate through a competitive process, procure, oversee, monitor, implement corrective action, and, if applicable, terminate the One-Stop Operator,
- e. Determine the role and responsibilities of the One-Stop Operator, and
- f. Review and evaluate performance of the One-Stop Operator.

### Article IX. Roles and Responsibilities of the One-Stop Operator

- A. The One-Stop Operator's roles and responsibilities include the following:
  - 1. In conjunction with ETR's oversight and designated administrative staff at ETR, the One-Stop Operator will coordinate the implementation of this MOU, which includes, resource sharing and Infrastructure Funding Agreements (IFA);
  - 2. The convening and facilitation of quarterly AJCC Partner meetings and monthly operational meetings that focus on systems alignment, process improvement and building value added collaboration amongst AJCC partners;
  - 3. The One-Stop Operator will act as a liaison between the KIM WDB and the AJCC Partners and as such will be required to attend meetings of WDB and its Executive Committee to receive direction and to report on progress no less than four times annually;
  - 4. The One-Stop Operator will perform quarterly customer satisfaction surveys of the colocated AJCC Partners located at the comprehensive AJCC one-stop centers and report its findings to the WDB and its Executive Committee by

attending their meetings no less than four times annually; and

- 5. Any other assigned duties consistent with the WIOA and related regulations, directives, policies procedures and amendments issued pursuant thereto.
- B. In accordance with WIOA, the One-Stop Operator shall not perform the following functions:
  - 1. Convene system stakeholders to assist in the development of the local plan;
  - 2. Prepare and submit local plans (as required under sec. 107 of WIOA);
  - 3. Be responsible for oversight of itself;
  - 4. Manage or significantly participate in the competitive selection process for one-stop operators;
  - Select or terminate one-stop operator, career services, and youth providers;
  - 6. Negotiate local performance accountability measures; and
  - 7. Develop and submit budget for activities of the KIM WDB.

### Article X. Outreach

The KIM WDB and its AJCC Partners will develop and implement a strategic outreach plan that will include, at a minimum the following:

- a. Specific steps to be taken by each AJCC Partner,
- b. An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need,
- c. An outreach and recruitment plan for out-of-school youth,
- d. Sector strategies and career pathways,
- e. Connections to registered apprenticeship,
- f. Regular use of social media, and

g. Clear objectives and expected outcomes.

### Article XI. Accessibility

Accessibility to the services provided by the Comprehensive, Affiliate and/or Specialized AJCC One-Stop Centers (collectively, referred to as "AJCC One-Stop Centers") and all AJCC Partners is essential to meeting the requirements and goals of the KIM WDB. Job seekers and businesses must be able to access all information relevant to them through visits to physical locations, as well as, in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

- A. Physical Accessibility. The Comprehensive One-Stop Operator and colocated AJCC Partners shall ensure that AJCC One-Stop Centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor and will meet the requirements as contained in Section 188 of the WIOA and the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016) and the Americans with Disabilities Act (ADA).
- B. Virtual Accessibility. The KIM WDB will work with the California Workforce Development Board (CWDB) and the Employment Development Department to ensure that job seekers and businesses have access to the same information online as they do in a physical facility through CalJOBS<sup>SM</sup>. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. AJCC Partners will comply with the Plain Writing Act of 2010 which requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information. The AJCC Partners will maintain their own web presence via a website and agree to post content about other AJCC Partners on their own website when applicable, as an in-kind contribution to the AJCC Network.
- C. Communication Accessibility. Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All AJCC Partners agree that they will provide accommodations for individuals who have communication challenges, including, but not limited to, individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.
- D. Programmatic Accessibility. All AJCC Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. AJCC Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. AJCC Partners further assure that they are currently in

compliance with all applicable state and federal laws and regulations regarding these issues. All AJCC Partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all AJCC programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, the colocated AJCC Partners agree that their staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter, including an American Sign Language (ASL) interpreter will be provided in real time or, if not available, within two (2) business days after a request is made by an AJCC Partner for any customer with a language or hearing barrier. Per current policy, the requesting AJCC Partner shall be responsible for paying for the costs associated with providing an interpreter. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices shall be available to ensure physical and programmatic accessibility within the AJCC Network. Due to the limited space in the Comprehensive AJCC One-Stop Centers, the colocated AJCC Partners agree to share in the costs of a cubicle at each Comprehensive AJCC One-Stop Center to allow the necessary privacy for people with disabilities to use certain assistive devises and equipment, including, but not limited to, Sorenson Communications' ntouch® VP2.

### Article XII. Administrative and Operations Management - Day to Day Operations

The AJCC Coordinator, appointed by the consortium of AJCC Partners, coordinates the activities for the AJCC, including resolving the day-to-day operational issues. The AJCC Coordinator will work with designated AJCC Partner manager(s) and supervisor(s) to ensure operational success.

The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the site supervisor(s). The original employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The office hours for the staff at the AJCC will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the AJCC Partners at the beginning of each fiscal year.

Each AJCC Partner shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally-required employee benefits. In addition, each party shall be solely responsible and save all other AJCC Partners harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

# Article XIII. <u>Press Releases and Communications</u>

A. All AJCC Partners shall be included when communicating with the press, television, radio

or any other form of media regarding its duties or performance under this MOU.

B. Participation of each AJCC Partner in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other AJCC Partners, in all communications, each AJCC Partner shall make specific reference to all other Partners.

### Article XIV. <u>Resource Sharing/Infrastructure Funding</u>

### A. <u>KIM AJCC Resource Sharing/Infrastructure Requirements.</u>

- 1. WIOA 121(c)(A)(ii) requires that the funding arrangements for services and operating costs of the KIM service delivery system must be described in this MOU.
- 2. The methodologies described herein must be allowable under each AJCC Partner's respective program and under all applicable federal and state laws and regulations, including the Office of Management and Budget (OMB) Circulars applicable to each AJCC Partner's type of organization. The MOU is required to identify:
  - a. The shared KIM AJCC costs.
  - b. The methodologies that will be used to determine each AJCC Partner's fair share of the KIM AJCC costs.
  - c. The methodologies that will be used to allocate each AJCC Partner's fair share of the costs across specific cost categories.
  - d. The method(s) each AJCC Partner will use to fund its fair share of the shared costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third party.
- 3. The colocated AJCC Partners met to discuss apportionment of infrastructure costs on a pro rata share basis and agreed upon three methodologies to determine infrastructure costs, as follows:
  - (i) Exclusive Area: Space available to and occupied exclusively by one colocated AJCC Partner;
  - (ii) Shared Area: Space available to and occupied by two or more colocated AJCC Partners; and

- (iii) Common Area: All areas of the Property other than the space available to and occupied exclusively by one colocated AJCC Partner or space shared by two or more colocated AJCC Partners that is used for the benefit of all colocated AJCC Partners, including, but not limited to, kitchen, bathrooms, storage areas, Resource Room, computer room, passageways, hallways, and similar areas. Such an approach incorporates a reasonable, and equitable apportionment of the one-stop infrastructure costs.
- 4. The State requires each and every Comprehensive, Affiliate and Specialized AJCC One-Stop Centers to be independently and objectively evaluated every three (3) years to ensure that the LWDA has a network of high-quality and effective AJCCs by or before December 31, 2018. (WIOA Section 121(g)). There are two levels of AJCC certification for the Comprehensive AJCC One-Stop Centers which are: Baseline and Hallmarks of Excellence, and one level of AJCC certification for the Affiliate and Specialized AJCC One-Stop Centers which is: Hallmarks of Excellence. The Baseline Certification is intended to ensure that the AJCC is in compliance with key WIOA statutory and regulatory requirements. The Hallmark of Excellence AJCC Certification identifies where an AJCC may be exceeding quality expectations, as well as areas where improvement(s) is/are needed. The colocated AJCC Partners agree that in order to meet the Baseline Certification and/or Hallmarks of Excellence for each Comprehensive, Affiliate and Specialized AJCC One-Stop Centers in the LWDA, colocated AJCC Partners must perform certain infrastructure purchases during each fiscal year. The infrastructure purchases for each Comprehensive, Affiliate and Specialized AJCC One-Stop Centers, include and are limited to, exterior signage, assistive technology devices to ensure equal access and opportunities for individuals with disabilities, and new computers and upgrading computer software in the Resource Room. This list is not exhaustive and is intended as a guide. Additional equipment purchases identified by any of the colocated AJCC Partners will be made with the consent and approval of all of the colocated AJCC Partners.

### B. Network of Comprehensive AJCCs.

- 1. Each AJCC Partner that carriers out a program or activities within a Comprehensive AJCC One-Stop Center must use a portion of the funds available for their program and activities to help maintain the One-Stop Delivery System, including proportional payment of the Infrastructure Costs of the Comprehensive AJCC One-Stop Center.
  - a. If it has been determined that a AJCC Partner is receiving a benefit from the Comprehensive AJCC One-Stop Center, the amount of funds each AJCC Partner is required to contribute must be based on their proportionate use of the Comprehensive AJCC One-Stop Center.

- b. The amount to be paid by the AJCC Partner for its proportionate share must be in compliance with the federal statute authorizing its program and Uniform Guidance.
- c. All non-colocated AJCC Partners shall pay their proportionate share of infrastructure costs as soon as sufficient data becomes available to make such a determination.
- e. WIOA emphasizes customer choice, job-driven training, provider performance, and continuous improvement. The quality and selection of providers and programs of training services is vital to achieving these core principles.
- f. The parties to this agreement recognize the many benefits to our customers in the collaboration and integration of seamless service and have participated in the development and operation of a One-Stop system doing business as the AJCC.

# Article XV. Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government, notfor-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No AJCC Partner assumes any responsibility for any other party for the consequences of any act or omission of any third party. The Parties acknowledge the KIM WDB and Comprehensive AJCC One-Stop Operator have no responsibility and/or liability for any negligent actions of any of the other AJCC Partners' employees, agents, and/or assignees. Likewise, the AJCC Partners have no responsibility and/or liability for any negligent actions of the KIM WDB and Comprehensive AJCC One-Stop Operator's employees, agents, and/or assignees.

# Article XVI. <u>Termination</u>

The AJCC Partners understand that implementation of the AJCC system is dependent on the good faith effort of every AJCC Partner to work together to improve services to the community. The AJCC Partners also agree that this is a project where different ways of working together and providing services are being tried. This MOU will remain in effect until the end date specified in the Effective Period as indicated in Article XVI below, unless:

- a. All Parties mutually agree to terminate this MOU prior to the end date.
- b. Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the

continuation of activities under this MOU.

- c. WIOA is repealed or superseded by subsequent federal law.
- d. Local area designation is changed under WIOA.
- e. A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Chair of the KIM WDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to this MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed and agreed to by the Parties.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in Article XVII below.

### Article XVII. Grievances and Complaints Procedure

The AJCC Partners agree to establish and maintain a procedure for grievances and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and AJCC Partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The AJCC Partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

In addition, the AJCC Partners will offer the best customer service possible by attempting to resolve customer issues as quickly as possible. If AJCC Partner's staff is not able to resolve the issue, they should bring the customer's issue to the attention of their supervisor or an AJCC Partner's supervisor at their location. If the supervisor is not able to resolve the issue, the next highest level employee (i.e., Deputy Director or equivalent position) may be asked to assist. After those attempts to resolve an issue for the customer are made, the customer may still not be satisfied. Filing a formal complaint/grievance is the final step in good customer service.

Any person(s) filing a complaint concerning an AJCC Partner of the local One-Stop will first submit that complaint to that AJCC Partner utilizing the procedures of that agency.

Participants will first utilize procedures, if available to them, at the employer/training agency level. If the employer does not have a grievance/complaint procedure, the procedures under Title 20 Code of Federal Regulations (CFR) Part 667.600, and Title 29 CFR 37 will be used.

The person filing a complaint shall be free from restraint, coercion, reprisal, or discrimination.

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# Article XVIII. Effective Date, Term and Renewal of MOU

- A. The effective date of this MOU is on July 1, 2019. The term of this MOU is from July 1, 2019 to June 30, 2022, unless it is terminated earlier as provided herein, and shall supersede in its entirely the MOU Phase I, MOU Phase II, and MOU Phase II Affiliate and Specialized AJCC One-Stop Centers entered into previously by and between the participating AJCC Partners, the KIM WDB, and CLEO.
- B. The MOU is of no force or effect until signed by CLEO and an authorized representative of the KIM WDB.
- C. The MOU will be reviewed annually and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services, and identify any substantial changes that have occurred.

# Article XIX. Modifications and Revisions

This MOU constitutes the entire agreement between the AJCC Partners and no oral understanding not incorporated herein shall be binding on any of the AJCC Partners hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of all of the AJCC Partners, by the issuance of a written amendment, signed and dated by the AJCC Partners. In addition, the Infrastructure Funding Agreements may be modified and/or updated yearly by the colocated AJCC Partners without having to modify the MOU.

# Article XX. Dispute Resolution

The AJCC Partners agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If the issue(s) cannot be resolved at this level, they shall be referred to the AJCC Partner's management staff of the respective staff employer, for discussion and resolution. The AJCC Partner's management staff's decision regarding the resolution of the issue(s) shall be final.

# Article XXI. Hold Harmless/Indemnification/Liability

Except as otherwise expressly provided in this MOU and in accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any negligent acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorney's fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the negligence performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

### Article XXII. <u>Notice</u>

All notices required or permitted to be given by any party to this MOU shall be deemed tendered upon personal delivery to the all of other AJCC Partners or three (3) days after being deposited in the United States mail, postage prepaid, first class mail addressed to the other Partners at the addresses contained herein or to such other address as the AJCC Partners may provide by written notice tendered in accordance herewith.

### Article XXIII. Comprehensive AJCC One-Stop Operating Budget

The purpose of this Article is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the KIM WDA's Comprehensive AJCC One-Stop Centers. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- a. Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the LWDA,
- b. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among AJCC Partners (thereby improving each program's effectiveness),
- c. Reduces overhead costs for any one AJCC Partner by streamlining and sharing financial, procurement, and facility costs, and
- d. Ensures that costs are appropriately shared by the AJCC's Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The AJCC Partners consider this one-stop operating budget the master budget that is necessary to maintain the KIM WDA's high-standard of AJCC Network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- a. Infrastructure Costs;
- b. Career Services Costs; and
- c. Shared Operating Costs and Shared Services Costs.

All costs must be included in the MOU, allocated according to colocated AJCC Partners'

proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The Comprehensive AJCC One-Stop Centers operating budget is expected to be transparent and negotiated among collocated AJCC Partners on an equitable basis to ensure costs are shared appropriately. All colocated AJCC Partners have negotiated in good faith and established outcomes that are reasonable and fair.

#### Article XXIV. Infrastructure Funding Agreement for Comprehensive AJCCs:

The Infrastructure Funding Agreement (IFA) must include infrastructure costs, and does include Additional Costs and Shared Operating Costs and Shared Services Costs. The colocated AJCC Partners have negotiated the IFA for all of the Comprehensive AJCC One-Stop Centers, including and limited to, Southeast-AJCC, Delano-AJCC, and Ridgecrest-AJCC, as reflected below.

The following reflects the summarized IFA between the colocated AJCC Partners for the Southeast-AJCC:

SOUTHEAST AJCC Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole								Purchas	
		Contribu	tors	1047			1.5		
Cost Categories	Total Cost	ETR	EDD DHS Io	lob Corps/YouthBuild	DOR	Value	Balance to Allocate		
	Percentage	70.52%	23.93%	3.94%	1.07%	0.54%	0.54% \$/SF	\$ 1.499	
	Square Footage	22,203	7,533	1,240	337	171	31,484		
Rent	493,288	326,931	135,594	22,326	5,255	3,181	493,288	0	
Operational Costs Including Utilities/Maintenance" Operational costs nor included	387,050	206,136	85,876	11,516	3,128	1,539	308,195	78,856	5
in Lease/Ops Costs* split on %	78,856	55,610.18	18,867.34	3,105.73	844.06	428.29	78,856	0	
Equipment**	52,425	36,970.56	12,543.32	2,064.74	561.14	284.73	52,425	0	) <b>.</b>
Access Technology***	46,252	32,617.77	11,066.51	1,821.65	495.08	251.21	46,252	Q	)
Common Identifier****	2,750	1,939.34	657.98	108.31	29.44	14,94	2,750	0	)
Totals with Total Partner Allocations & Remaining Allocation Amt	981,765	660,205	264,605	40,943	10,313	5,699	981,765	0	
Monthly Costs	81,814	55,017	22,050	3,412	859	475	81,814	0	)

A more thorough and complete IFA for the Southeast-AJCC is attached hereto and incorporated herein as Exhibit "D".

The following reflects the summarized IFA between the colocated AJCC Partners for the Delano-AJCC:

	Third-Part	y In-Kind Infrastruc	DELANO ture Contribution	s to Support the A	UCC As Whole			
Cost Categories	Total Cost	ETR (Proteus)	EDD	DHS*	DOR	39 Value	Capacity (14 Vacancies) Balance to Allocate	
Rent	146,765	61,948	46,002	(1 <b>4</b> )	10,359	28,456	28,456	
Utilities/Maintenance Other Ops *	33,792	8,448	8,448	8,448	8,448	33,792	0	
Equipment**	15,500	3,875	3,875	3,875	3,875	15,50 <mark>0</mark>	0	Х
Access Technology***	27,598	6,900	6,900	6,900	6,900	27,598	0	
Common Identifier****	7,983	1,996	1,996	1,996	1,996	7,983	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	231,638	83,166	67,220	21,218	31,577	113,329	28,456	
Monthly	19,303	6,931	5,602	1,768	2,631	9,444		
Over/(Under) Paying of Current Costs		111,510	(21,218)	-	(40,617)			
			Total Infr	astructure to Be Allo	cated to Colocate	ed Partners:	\$ 231,638	

A more thorough and complete IFA for the Delano-AJCC is attached hereto and incorporated herein as Exhibit "E".

The following reflects the summarized IFA between the colocated AJCC Partners for the presently located Ridgecrest-AJCC:

		Contributors						
Cost Categories	Total Cost	ETR (Note: Net Cost after Partner reimbursement)	DHS	DOR	Value	Balance to Allocate		
Rent	43,402	5,838	23,341	14,222	43,402	(37,564)		
Utilities/Maintenance Other Ops *	82,854	82,854			82,854	0		
Equipment**	7,200	2,400	2,400	2,400	7,200	0	X	
Access Technology***	11,651	3,884	3,884	3,884	11,651	0		
Common Identifier****	2,589	863	863	863	2,589	0		
Totals with Total Partner Allocations & Remaining Allocation Amt	147,696	95,839	30,488	21,369	147,696	0		
Extimated Monthly Costs	12,308	7,987	2,541	1,781	12,308			

A more thorough and complete IFA for the Ridgecrest-AJCC is attached hereto and incorporated herein as Exhibit "F".

The above matrixes incorporate the specific costs provided below:

- A. Infrastructure Costs are defined as non-personnel costs that are necessary for the general operation of the AJCC network, including, but not limited to:
  - a. Rental of the facilities;
  - b. Utilities and maintenance;
  - c. Equipment, including assessment-related products and assistive technology for individuals with disabilities;
  - d. Technology to facilitate access to the AJCC, including technology used for each center's

planning and outreach activities; and

- e. Common identifier costs.
- B. The equipment, including assessment-related products and assistive technology for individuals with disabilities and technology to facilitate access to the AJCC, including technology used for each center's planning and outreach activities identified above as Infrastructure Costs are more thoroughly identified in the Equipment Lists for each Comprehensive AJCC One-Stop Center in the LWDA. The Equipment Lists for the Southeast-AJCC, Delano-AJCC and Ridgecrest-AJCC are attached hereto and incorporated herein as Exhibit "G", "H" and "I", respectfully.

The Marketing/Outreach Technology equipment necessary to facilitate access to the AJCC Network is attached hereto and incorporated herein as Exhibit "J".

- C. All Parties to this MOU and IFA recognize that infrastructure costs are applicable to all required colocated AJCC Partners. The non-colocated Partners agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available to make such a determination. Each AJCC Partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance. The Parties desire to have the colocated AJCC Partners pay the total infrastructure costs for the AJCC network for the first fiscal year and the colocated and non-colocated Partners will re-negotiate the partner sharing agreement a minimum of one-hundred and twenty (120) days before the 31<sup>st</sup> day of August of each year. Each colocated AJCC partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, AJCC partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the AJCC partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the AJCC Partner programs' authorizing laws and regulations and the Uniform Guidance.
- D. Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the one-stop Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other AJCC Partners, and business services.
- E. Under the IFA, there are three different funding types:
  - i. Cash are funds provided to the KIM WDB or its designee by AJCC Partners, either directly or by an interagency transfer, or by a third party.
  - ii. Non-Cash are expenditures incurred by AJCC Partners on behalf of the one-stop center; and non-cash contributions or goods or services contributed by an AJCC Partner program and used by the AJCC one-stop center.
  - iii. Third-party In-kind are contributions of space, equipment, technology, non-personnel

services, or other like items to support the infrastructure costs associated with onestop operations, by a non-AJCC Partner to: support the one-stop center in general; or support the proportionate share of one-stop infrastructure costs of a specific AJCC partner.

- F. Contributions for infrastructure and additional costs may be made from cash, non-cash, or third party in-kind contributions. Non-cash and third-party in kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306, 2 CFR 200.434, 34 CFR 361.715 and 34 C.F.R. 463.715.
- G. Career Services Costs align with Article III above which outlines shared customers and services and includes the costs of the provision of career services applicable to each program consistent with the AJCC Partner program's applicable Federal statutes and allocable based on cost principles of the Uniform Guidance at 2 CFR Part 200, as reflected in the table below.

Та	ble for Delivery of Applicable Career Services
Kern	, Inyo and Mono Workforce Development Board
T-I Adult: WIOA Title I (B) Adult	Employers' Training Resource (ETR), Inyo County Health & Human Services (Inyo
	HHS), Mono County Social Services Department (Mono SSD), *KHSD (subgrantee of ETR)
<b>T-I DW</b> : WIOA Title I (B) Dislocated Worker	ETR, Inyo HHS, Mono SSD, *KHSD (subgrantee of ETR)
T-I Youth: WIOA Title I (B) Youth	ETR, Mono SSD, *KHSD (subgrantee of ETR)
T-I Job Corps: WIOA Title I (C) Job Corps	Olde Management Group, LLC – Job Corps (JC)
<b>T-I Native Am</b> : WIOA Title I (D) Sec 166 Native American	California Indian Manpower Consortium, Inc. (CA Indian)
<b>T-I MSFW</b> : WIOA Title I (D) Sec 167 Migrant Seasonal Farmworkers grantee	ETR
<b>T-I YouthBuild</b> : WIOA Title I (D) Sec 171 YouthBuild	No Grantee
T-II AEL: WIOA Title II Adult Education and	Kern High School District (KHSD), Delano Joint Union High School District (DJUHSD),
Literacy grantee	Farmworker Institute for Education & Leadership Development (FIELD)
T-III WP: WIOA Title III Wagner-Peyser	Employment Development Department (EDD)
T-IV VR: WIOA Vocational Rehabilitation	Department of Rehabilitation (DOR)
<b>Tech Ed</b> : Carl Perkins Career Technical Education grantee	Bakersfield College (BC), Cerro Coso Community College (CCCC), Taft College (TC)
T-V OAA: Title V Older Americans Act	SER – Jobs for Progress (SER Jobs)
JVSG: Jobs for Veterans State grant	EDD
TAA: Trade Adjustment Assistance Act	EDD
<b>Comm Act</b> : Community Services Block Grant recipient	Community Action Partnership of Kern (CAPK)
Housing: Housing & Urban Development	Housing Authority of the County of Kern (HACK)
UI: Unemployment Compensation	EDD
SC: Second Chance grantee	Latino Coalition for Community Leadership (LCCL)
TANF: CalWORKS	Kern County Department of Human Services (DHS), **KHSD (CalWORKS allotment)

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Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-I Job Corps	T-I Native Am	T-I MSF	T-l YouthBuild
Basic Career Services: T-I Eligibility, Initial Assess Outreach, Intake, Orient, Labor Exchange, Referrals, LMI Support Service Info, UI Info, Fin Aid Info	ETR: \$1,390,000 Mono SSD: \$23,164 Inyo HHS: \$99,456 *KHSD: \$0	ETR: \$1,273,000 Mono SSD: \$34,796 Inyo HHS: \$5,235 *KHSD: \$0	ETR: \$830,000 Mono SSD: \$25,291 *KHSD: \$471,020	JC: \$83,559	CIMC: \$99,685	ETR: \$573,500	None
Applicable Career Services	T-II AEL	T-III WP	T-IV VR	Tech Ed	T-V OAA	JVSG	TAA
Basic Career Services: T-I Eligibility, Initial Assess Outreach, Intake, Orient, Labor Exchange, Referrals, LMI Support Service Info, UI Info, Fin Aid Info	FIELD: \$150,000 DJUHSD: \$63,024 KHSD: \$0	EDD: \$1,980,730 LMI: \$66,465	DOR: \$1,499,193	BC: \$8,750 CCCC: \$15,000 TC: \$8,750	SER Jobs: \$46,400	EDD: \$257,446	EDD: \$66,738
Applicable Career Services	Comm Act	Housing	UI	SC	TANF		
Basic Career Services: T-I Eligibility, Initial Assess Outreach, Intake, Orient, Labor Exchange, Referrals, LMI Support Service Info, UI Info, Fin Aid Info	CAPK: \$0.00	HACK: \$0.00	EDD-UI: DCAF=\$379 UI Direct (PSP)=\$56,828	LCCL: \$70,103	DHS: \$295,293 **KHSD: \$1,921,877		

Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-I Job Corps	T-I Native Am	T-I MSF	T-I YouthBuild
Individual Career Services: Comp Assessment, IEP, Career Plan Counsel, Short-Term Pre-Vocational, Internship/Extern/Work Experience, Financial Literacy, ESL, WF Prep	ETR: \$2,012,500 Mono SSD: \$15,442 *KHSD: \$105,489	ETR: \$1,750,000 Mono SSD: \$23,198 *KHSD: \$35,989	ETR: \$3,130,000 Mono SSD: \$16,861 *KHSD: \$1,410,289	JC: \$55,704	CIMC: \$17,937	ETR: \$1,007,500	None
Applicable Career Services	T-II AEL	T-III WP	T-IV VR	Tech Ed	T-V OAA	JVSG	TAA
Individual Career Services: Comp Assessment, IEP, Career Plan Counsel, Short-Term Pre-Vocational, Internship/Extern/Work Experience, Financial Literacy, ESL, WF Prep	FIELD: \$150,000 DJUHSD: \$201,315 KHSD: \$881,640	EDD: \$349,541	DOR: \$6,792,372	BC: \$3,500 CCCC: \$30,000 TC: \$3,500	SER Jobs: \$30,933	EDD: \$45,431	EDD: \$11,777
Applicable Career Services	Comm Act	Housing	UI	SC	TANF		
Individual Career Services: Comp Assessment, IEP, Career Plan Counsel, Short-Term Pre-Vocational, Internship/Extern/Work Experience, Financial Literacy, ESL, WF Prep	САРК: \$0.00	HACK: \$0.00	EDD: \$0.00	LCCL: \$70,103	DHS: \$4,750,000 **KHSD: \$1,878,245		

### Article XXV. Infrastructure Funding Agreement for Affiliate and Specialized AJCCs:

The Infrastructure Funding Agreement (IFA) must include infrastructure costs.

	Third-Part	OILDALEOlive Drive ty In-Kind Infrastructure Contributions to Support the AJCC As Whole		
		Contributors	<u> </u>	
Cost Categories	Total Cost	ETR	Value	Balance to Allocate
Rent	127,119	127,119	127,119	0
Utilities/Maintenance Other Ops *	118,293	118,293	118,293	0
Equipment**	11,600	11,600	11,600	0
Access Technology***	27,712	27,712	27,712	0
Common Identifier****	13,832	13,832	13,832	0
Totals with Total Partner Allocations & Remaining Allocation Amt	298,556	298,556	298,556	0
Extimated Monthly Costs	24,880	24,880	24,880	
		Total Infrastructure to Be Allocated to	AJCC Ops:	\$ 298,555.85

The following reflects the summarized IFA for the AJCC - Oildale:

A more thorough and complete IFA for the AJCC - Oildale is attached hereto and incorporated herein as Exhibit "K".

The following reflects the summarized IFA for the AJCC - Taft:

	Third-Part	TAFT119 North 10th Street y In-Kind Infrastructure Contributions to Support the AJCC As Whole			
		Contributors			1.
Cost Categories	Total Cost	ETR	Value	Balance to Allocate	
Rent	332	332	332	0	
Utilities/Maintenance Other Ops *	987	987	987	0	1
Equipment**	4,288	4,288	4,288	0	Х
Access Technology***	11,822	11,822	11,822	0	
Common identifier****	852	852	852	0	
Totals with Total Partner Allocations & Remaining Allocation Ami	18,281	18,281	18,281	0	
Extimated Monthly Costs	1,523	1,523	1,523		
		Total Infrastructure to Be Allocated to	AJCC Ops:	\$ 18,281.08	

A more thorough and complete IFA for the AJCC – Taft is attached hereto and incorporated herein as Exhibit "L".

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The following reflects the summarized IFA for the AJCC - Shafter:

		Contributors			
Cost Categories	Total Cost	ETR	Value	Balance to Allocate	Γ
Rent	748		748	748	
Utilities/Maintenance Other Ops *	875		875	875	
Equipment**	5,214		5,214	5,214	X
Access Technology***	7,413		7,413	7,413	
Common Identifier****	534		534	534	
Fotals with Total Partner Allocations & Remaining Allocation Amt	14,784		14,784	14,784	
Extimated Monthly Costs	1,232		1,232		
		Total Infrastructure to B	e Allocated to AJCC Ops:	\$ 14,783.82	

A more thorough and complete IFA for the AJCC - Shafter is attached hereto and incorporated herein as Exhibit "M".

The following reflects the summarized IFA for the AJCC - Lake Isabella:

		Contributors			
Cost Categories	Total Cost	ETR	Value	Balance to Allocate	
Rent	7,135	7,135	7,135	0	
Utilities/Maintenance Other Ops *	16,644	16,644	16,644	0	
Equipment**	3,240	3,240	3,240	0	X
Access Technology***	7,223	7,223	7,223	0	
Common Identifier****	520	520	520	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	34,762	34,762	34,762	0	
Extimated Monthly Costs	2,897	2,897	2,897		

A more thorough and complete IFA for the AJCC - Lake Isabella is attached hereto and incorporated herein as Exhibit "N".

### The following reflects the summarized IFA for the AJCC - Lamont:

	Third-Part	LAMONT8300 Segrue y In-Kind Infrastructure Contributions to Support the AJCC As Whole			
		Contributors			
Cost Categories	Total Cost	ETR	Value	Balance to Allocate	
Rent	1,902	1,902	1,902	0	
Utilities/Maintenance Other Ops *	782	782	782	0	
Equipment**	4,932	4,932	4,932	0	X
Access Technology***				0	
Common Identifier****				0	
Totals with Total Partner Allocations & Remaining Allocation Amt	7,616	7,616	7,616	0	
Extimated Monthly Costs	635	635	635		
		Total Infrastructure to Be Allocated to	AJCC Ops:	\$ 7,616.00	1

A more thorough and complete IFA for the AJCC – Lamont is attached hereto and incorporated herein as Exhibit "O".

		y In-Kind Infrastructure Contributions to Support the AJCC As Who Contributors	1		1
Cost Categories	Total Cost	ETR	Value	Balance to Allocate	
Rent	1,389	1,38	9 1,389	0	Γ
Utilities/Maintenance Other Ops *	1,551	1,55	1 1,551	0	
Equipment**	5,872	5,87	2 5,872	0	X
Access Technology***	-		:=	0	Γ
Common Identifier****			2	0	T
Totals with Total Partner Allocations & Remaining Allocation Amt	8,812	8,81	2 8,812	0	
Extimated Monthly Costs	734	73	4 734		Γ

The following reflects the summarized IFA for the AJCC - Mojave:

A more thorough and complete IFA for the AJCC - Mojave is attached hereto and incorporated herein as Exhibit "P".

The following reflects the summarized IFA for the AJCC - Walker:

		MONO.COUN WALKER	IY	i di M		
		Contri	butors			
Cost Categories	Total Cost	ETR	DHS	Value	Balance to Allocate	
Rent	9,380	4,690	4,690	9,380	0	
Utilitles/Maintenance Other Ops	5,124	2,562	2,562	5,124	0	
Equipment	3,173	3,173		3,173	0	X
Access Technology				1.1	0	
Common Identifier	3,000	3,000		3,000	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	20,677	13,425	7,252	20,677	0	
Extimated Monthly Costs	1,723	1,119	604	1,723		
		Total Infrastr	ucture to Be Allocated to Colocate	d Partners:	\$ 20,677.00	

A more thorough and complete IFA for the AJCC – Walker is attached hereto and incorporated herein as Exhibit "Q".

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The following reflects the summarized IFA for the AJCC - Mammoth Lakes:

		MAMMOTH LAKES				
		Contributors				
Cost Categories	Total Cost	ETR	DHS	Value	Balance to Allocate	
Rent	248,880	12,444	236,436	248,880	0	
Utilities/Maintenance Other Ops					0	
Equipment	1,416	1,416		1,416	0	Х
Access Technology					0	
Common Identifier			*		0	í
Totals with Total Partner Allocations & Remaining Allocation Amt	250,296	13,860	236,436	250,296	0	
Extimated Monthly Costs	20,858	1,155	19,703	20,858		

A more thorough and complete IFA for the AJCC - Mammoth Lakes is attached hereto and incorporated herein as Exhibit "R".

The following reflects the summarized IFA for the AJCC - Inyo:

		INDE	PENDENCE				
nodití -			Contributors				
Cost Categories	Total Cost	WIOA	County Mental Health	Social Services	Value	Balance to Allocate	
	Equal Share	1%	4%	95%	1		
Rent	65,020	650	2,601	61,769	65,020	0	
Utilities/Maintenance Other Ops *	22,874	2,281	22	20,571	22,874	0	
Equipment**	525	525	12	별	525	0	X
Access Technology***	:=:	-	-	-	-	0	
Common Identifier****						0	
Totals with Total Partner Allocations & Remaining Allocation Amt	88,419	3,456	2,623	82,340	88,419	0	
Extimated Monthly Costs	7,368	288	219	6,862	7,368		

A more thorough and complete IFA for the AJCC – Inyo is attached hereto and incorporated herein as Exhibit "S".

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	Third-Par	ty In-Kind Infrastructure Contributions to Support the AJCC As Whole			
		Contributors			
Cost Categories	Total Cost	ETR	Value	Balance to Allocate	
Rent	58,056	58,056	58,056	0	
Utilities/Maintenance Other Ops *	105,440	105,440	105,440	0	
Equipment**	6,700	6,700	6,700	0	X
Access Technology***	1,825	1,825	1,825	0	
Common Identifier****	131	131	131	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	172,152	172,152	172,152	0	
Extimated Monthly Costs	14,346	14,346	14,346	0	
		Total Infrastructure to Be Allocated to	AJCC Ops:	\$ 172,152.17	

### The following reflects the summarized IFA for the AJCC – Back-to-Work Center:

A more thorough and complete IFA for the AJCC - Back-to-Work Center is attached hereto and incorporated herein as Exhibit "T".

The following reflects the summarized IFA for the AJCC – EPIC @ The Beale:

701 Truxtun Ave						
		Contributors			Balance to	
Cost Categories	Total Cost	ETR		Value	Allocate	
Rent	10,200		10,200	10,200	0	
Utilities/Maintenance Other Ops *	55,920		55,920	55,920	0	
Equipment**	16,100		16,100	16,100	0	X
Access Technology***	5,075		5,075	5,075	0	
Common Identifier****	366		366	366	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	87,660		87,660	87,660	0	
Extimated Monthly Costs	7,305		7,305	7,305	0	Γ
		Total Infrastructure	e to Be Allocated to	AJCC Ops:	\$ 87,660.48	

A more thorough and complete IFA for the AJCC – EPIC @ The Beale is attached hereto and incorporated herein as Exhibit "U".

The above matrixes incorporate the specific costs provided below:

A. Infrastructure Costs are defined as non-personnel costs that are necessary for the general operation of the AJCC network, including, but not limited to:

- a. Rental of the facilities;
- b. Utilities and maintenance;
- c. Equipment, including assessment-related products and assistive technology for individuals with disabilities;
- d. Technology to facilitate access to the AJCC, including technology used for each center's planning and outreach activities; and
- e. Common identifier costs.

- B. The equipment, including assessment-related products and assistive technology for individuals with disabilities and technology to facilitate access to the AJCC, including technology used for each center's planning and outreach activities identified above as Infrastructure Costs are more thoroughly identified in the Equipment Lists for each Affiliate and Specialized AJCC One-Stop Center in the LWDA. The Equipment Lists for the AJCC Oildale, AJCC Taft, AJCC Shafter, AJCC Lake Isabella, AJCC Lamont, AJCC Mojave, AJCC Back-to-Work Center, and AJCC EPIC @ The Beale are attached hereto and incorporated herein as Exhibit "V", "X", "Y", "Z", "AA, "BB", "CC" and "DD"respectfully.
- C. If an affiliate or specialized AJCC only has one colocated AJCC Partner within the AJCC, it is not required to negotiate the IFA as there are no cost sharing AJCC Partners.

#### Article XXVI. Miscellaneous Provisions

1. <u>Non-Discrimination and Equal Opportunity</u>. The laws and regulations listed herein do not encompass all of the laws and regulations that govern the AJCC Partners in its respective roles under this MOU. The AJCC Partners expressly agree to comply with the federal and state laws and regulations listed below.

A. Consistent with WIOA, the AJCC Partners shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, national origin, physical disability (including HIV and AIDS), mental disability, medical condition(s), age (over 40), or marital status; nor shall the AJCC Partners deny family and medical care leave or pregnancy disability leave to employees entitled to such leave. The AJCC Partners shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and their employees and applicants or employment are free from such discrimination and harassment. The AJCC Partners shall comply with the provisions of Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and related, applicable regulations promulgated thereunder (Title 2, California Code of Regulations Section 7285 et seq.). Code of Regulations Section 8103 et seq. are incorporated into this MOU by reference and made a part hereof as if set forth in full. The AJCC Partners shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining agreement or other such agreement.

B. The KIM WDB and AJCC Partners will ensure that policies and procedures established by the AJCC as the One-Stop Center, and programs and service provided by and through the One-Stop Center are in compliance with the Americans with Disabilities Act of 1990 and its amendments (ADA), which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the ADA. Additionally, AJCC Partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37, and all other regulations implementing the aforementioned laws. C. The AJCC Partners agree to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.

D. The AJCC Partners agree to comply with 29 CFR 94 and all other applicable state and federal laws pertaining to a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each AJCC Partner will make a good faith effort to ensure that none of its officers, employees, members, and subrecipient(s), and any independent contract(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

- 2. <u>Severability</u>. In the event that a provision or several provisions of this MOU is unenforceable or held to be unenforceable under applicable law, this MOU will continue in full force and effect without such provision(s) and will be enforceable in accordance with its terms.
- 3. <u>Drug and Alcohol-free Workforce</u>. AJCC Partners certify that it will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.
- 4. <u>Certification Regarding Lobbying</u>. AJCC Partners shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.
- 5. <u>Debarment and Suspension</u>. All Parties shall comply with the debarment and suspension requirements (E.0.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.
- 6. <u>Priority of Service</u>. AJCC Partners certify that it will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. The AJCC Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.
- 7. <u>Buy American Provision</u>. AJCC Partners that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply

with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

- 8. Salary Compensation and Bonus Limitations. AJCC Partners certify that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.
- 9. <u>Non-Assignment</u>. Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of the KIM WDB.
- 10. <u>Entire Agreement</u>. This MOU, including all exhibits attached hereto, embodies the entire agreement and understanding between the AJCC Partners hereto with respect to the subject matter of this MOU, and supersedes all prior or contemporaneous agreements and understandings other than this MOU relating to the subject matter hereof.
- 11. <u>Governing Law</u>. This MOU will be construed, interpreted, and enforced according to the laws of the State of California. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with the State of California or Federal requirements.
- 12. <u>Unenforceable Provisions</u>. In the event that a provision or several provisions of this MOU is/are unenforceable or held to be unenforceable under applicable law, this MOU will continue in full force and effect without such provision(s) and will be enforceable in accordance with its terms.
- 13. <u>Third Parties.</u> AJCC Partners hereto does not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.
- 14. <u>Amendment and Waiver.</u> This MOU may be modified, altered, or revised, as necessary, by the consent of the KIM WDB, by the issuance of a written amendment, signed and dated by the KIM WDB. No provision of this MOU may be waived, except for a written document executed by the KIM WDB. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this MOU. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver unless stated therein.
- 15. <u>Construction.</u> The titles of the sections of this MOU are for convenience of reference only and

are not to be considered in construing this MOU. Unless the context of this MOU clearly requires otherwise: (a) references to be plural include the singular, the plural, and the part the whole, (b) "or" has the inclusive meaning frequently identified with the phrase "and/or," (c) "including has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (d) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any references in this MOU to any statute, rule, regulation or agreement as it may be modified, varied, amended or supplemental from time to time.

16. <u>Counterparts.</u> This MOU may be in any number of counterparts, each of which will be deemed an original, but all together will constitute one instrument.

#### Authority and Signature

In WITNESS THEREOF, the KERN, INYO, AND MONO WORKFORCE DEVELOPMENT BOARD and AJCC Partners have caused this Memorandum of Understanding to be executed by their respective officers and agents as of the day and year first above written.

APPROVED AS TO FORM Office of County Counsel County of Kern

By:

Ву: \_

Gurujodha Khalsa, Deputy

David Couch, Chairman, Board of Supervisors

APPROVED AND RECOMMENDED AS TO CONTENT

Kern, Inyo, Mono Counties Workforce Development Board

By: \_\_\_

Alissa Reed, Chair

Partner Signatures

£

#### **EMPLOYERS' TRAINING RESOURCE**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner: Employers' Training Resource
- 2. Mandated Partner Contact Person: Teresa Hitchcock, Assistant County Administrative Officer
- 3. Mandated Partner Address: 1600 E. Belle Terrace, Bakersfield, CA 93307
- **4. Phone Number:** (661) 336-6972
- 5. Email Address: hitchcockt@kerncounty.com

Mandated Partner Federal Funding Streams for WIOA Partnership: (i) WIOA title I (B) Adult, Dislocated Worker, and Youth Programs; and (ii) National Farmworker Jobs Program, (NFJP) 2, WIOA Sec. 167

#### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Employers' Training Resource

By: Teresa Hitchcock Assistant County Administrative Officer

#### EMPLOYMENT DEVELOPMENT DEPARTMENT

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

#### **Mandated Partner contact information:**

- 1. Mandated Partner: Employment Development Department
- 2. Mandated Partner Contact Person: Shelly Tarver, Deputy Division Chief, Central Valley Region, EDD Southern Workforce Services Division
- 3. Mandated Partner Address: 1600 E. Belle Terrace, Bakersfield, CA 93307
- 4. Phone Number: (661) 635-2608
- 5. Email Address: <a href="mailto:starver@edd.ca.gov">starver@edd.ca.gov</a>

**Mandated Partner Federal Funding Streams for WIOA Partnership:** (i) Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by Title III of WIOA, also providing the state's public labor exchange; (ii) Trade Adjustment Assistance (TAA), authorized under chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); and (iii) Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of Title 38, U.S.C.

#### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

**Employment Development Department** 

By: Shelly Tarver, Deputy Division Chief, Central Valley Region, EDD Southern Workforce Services Division

#### KERN COUNTY DEPARTMENT OF HUMAN SERVICES

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

#### Mandated Partner contact information:

- 1. Mandated Partner: Kern County Department of Human Services
- 2. Mandated Partner Contact Person: Dena Murphy, Director
- 3. Mandated Partner Address: 100 E. California Avenue, Bakersfield, CA 93307
- 4. Phone Number: (661) 631-6550
- 5. Email Address: murphyd@kerndhs.com

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Temporary Assistance for Needy Families (TANF), authorized under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.).

### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Kern County Department of Human Services

By: Dena Murphy, Director

### **CALIFORNIA DEPARTMENT OF REHABILITATION**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

#### Mandated Partner contact information:

- 1. Mandated Partner: California Department of Rehabilitation
- **2. Mandated Partner Contact Person:** Araceli Holland, SSMII-District Administrator, Department of Rehabilitation, San Joaquin Valley District
- 3. Mandated Partner Address: 2550 Mariposa Mall, Room 2000, Fresno, California 93721
- 4. Phone Number: (661) 395-2531
- 5. Email Address: araceli.holland@dor.ca.gov

**Mandated Partner Federal Funding Streams for WIOA Partnership:** State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by Title IV of WIOA.

### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2019 and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

California Department of Rehabilitation

By: Araceli Holland, SSMII-District Administrator, Department of Rehabilitation, San Joaquin Valley District

### OLD MANAGEMENT GROUP, LLC

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner: Olde Management Group, LLC
- 2. Mandated Partner Contact Person: Matthew Davis, Director
- **3.** Mandated Partner Address: Long Beach Job Corps Center, 1903 Sante Fe Avenue, Long Beach, CA 90810
- 4. Phone Number: (562) 983-1777
- 5. Email Address: <u>davis.matthew@jobcorps.org</u>

Mandated Partner Federal Funding Streams for WIOA Partnership: Job Corps, WIOA Title I, Subtitle C.

### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Olde Management Group, Inc.

By: Matthew Davis, Director

### NONE

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner: None
- 2. Mandated Partner Contact Person: None
- 3. Mandated Partner Address: None
- 4. Phone Number: None
- 5. Email Address: None

**Mandated Partner Federal Funding Streams for WIOA Partnership:** YouthBuild WIOA Section 171 (29 USC 3226).

### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

By:

### CERRO COSO COMMUNITY COLLEGE

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

### Mandated Partner contact information:

- 1. Mandated Partner: Cerro Coso Community College
- 2. Mandated Partner Contact Person: Jill Board, President
- 3. Mandated Partner Address: 3000 College Heights Boulevard, Ridgecrest, CA 93555
- 4. Phone Number: (760) 384-6100
- 5. Email Address: jboard@cerrocoso.edu

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 20 U.S.C. 2301 et seq.

### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Cerro Coso Community College

By: Jill Board, President

### **BAKERSFIELD COLLEGE**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner: Bakersfield College
- 2. Mandated Partner Contact Person: Sonya Christian, President
- 3. Mandated Partner Address: 1801 Panorama Drive, Bakersfield, CA 93306
- 4. Phone Number: (661) 395-4011
- 5. Email Address: Sonya.christian@bakersfieldcollege.edu

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 20 U.S.C. 2301 et seq.

#### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

**Bakersfield College** 

By: Sonya Christian, President

### KERN COMMUNITY COLLEGE DISTRICT

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

### Mandated Partner contact information:

- 1. Mandated Partner: Kern Community College District
- 2. Mandated Partner Contact Person: Deborah Martin, Chief Financial Officer
- 3. Mandated Partner Address: 2100 Chester Avenue, Bakersfield, CA 93301
- 4. Phone Number: (661) 336-5124
- 5. Email Address: dmarti@kccd.edu

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 20 U.S.C. 2301 et seq.

### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Kern Community College District

By: Deborah Martin, Chief Financial Officer

Date:

### TAFT COLLEGE

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

1. Mandated Partner: Taft College

- 2. Mandated Partner Contact Person: Dr. Debra Daniels, Superintendent/President
- 3. Mandated Partner Address: 29 Cougar Court, Taft, CA 93268
- 4. Phone Number: (661) 763-7710
- 5. Email Address: ddaniels@taftcollege.edu

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 20 U.S.C. 2301 et seq.

#### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Taft College

By: Dr. Debra Daniels, Superintendent/President

#### **KERN HIGH SCHOOL DISTRICT**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

#### Mandated Partner contact information:

- 1. Mandated Partner: Kern High School District
- 2. Mandated Partner Contact Person: Dean McGee, Assistant Superintendent
- 3. Mandated Partner Address: 5801 Sundale Avenue, Bakersfield, CA 93309
- 4. Phone Number: (661) 827-3100
- 5. Email Address: dmcgee@khsd.k12.ca.us

**Mandated Partner Federal Funding Streams for WIOA Partnership:** WIOA title II Adult Education and Family Literacy Act (AEFLA) program.

#### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Kern High School District

By: Dean McGee, Assistant Superintendent

#### **EMPLOYMENT DEVELOPMENT DEPARTMENT – UNEMPLOYMENT INSURANCE**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

#### Mandated Partner contact information:

- 1. Mandated Partner: Employment Development Department Unemployment Insurance
- 2. Mandated Partner Contact Person: Carlos Beltran, Employment Development Administrator
- 3. Mandated Partner Address: EDD UI Center San Diego #049, 1350 Front Street, Room 1047, San Diego, CA 92101
- 4. Phone Number: (619) 525-4619
- 5. Email Address: cbeltran@edd.ca.us

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Unemployment Insurance (UI) programs under state unemployment compensation laws.

### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Employment Development Department Unemployment Insurance

By: Carlos Beltran, Employment Development Administrator

#### COMMUNITY ACTION PARTNERSHIP OF KERN

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

#### Mandated Partner contact information:

- 1. Mandated Partner: Community Action Partnership of Kern
- 2. Mandated Partner Contact Person: Jeremy Tobias, Executive Director
- 3. Mandated Partner Address: 5005 Business Park North, Bakersfield, CA 93309
- 4. Phone Number: (661) 336-5236
- 5. Email Address: jtobias@capk.org

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.).

#### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Community Action Partnership of Kern

By: Jeremy Tobias, Executive Director

### SER – JOBS FOR PROGRESS, INC.

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

### Mandated Partner contact information:

- 1. Mandated Partner: SER Jobs for Progress, Inc.
- 2. Mandated Partner Contact Person: Jesus Padron, President/CEO
- 3. Mandated Partner Address: 255 N. Fulton Avenue, Suite 106, Fresno, CA 93701
- 4. Phone Number: (559) 452-0881
- 5. Email Address: jesuspadron@sercalifornia.org

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Senior Community Service Employment Program (SCSEP), authorized by title V of Older Americans Act of 1965 (42 U.S.C. 3056 et seq.).

### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

SER – Jobs for Progress, Inc.

By: Jesus Padron, President/CEO

### CALIFORNIA INDIAN MANPOWER CONSORTIUM, INC.

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

#### Mandated Partner contact information:

- 1. Mandated Partner: California Indian Manpower Consortium, Inc.
- 2. Mandated Partner Contact Person: Lorenda T. Sanchez, Executive Director
- 3. Mandated Partner Address: 738 North Market Boulevard, Sacramento, CA 95834
- 4. Phone Number: (916) 920-0285
- 5. Email Address: lorendas@cimcinc.com

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221.

### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

California Indian Manpower Consortium, Inc.

By: Lorenda T. Sanchez, Executive Director

### DELANO JOINT UNION HIGH SCHOOL DISTRICT

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

### Mandated Partner contact information:

- 1. Mandated Partner: Delano Joint Union High School District
- 2. Mandated Partner Contact Person: Jason Garcia, Superintendent
- 3. Mandated Partner Address: 1720 Norwalk Street, Delano, CA 93215
- 4. Phone Number: (661) 720-4101
- 5. Email Address: jgarcia@djuhsd.org

**Mandated Partner Federal Funding Streams for WIOA Partnership:** WIOA title II Adult Education and Family Literacy Act (AEFLA) program.

### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Delano Joint Union High School District

By: Jason Garcia, Superintendent

#### FARMWORKER INSTITUTE FOR EDUCATION & LEADERSHIP DEVELOPMENT

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

#### Mandated Partner contact information:

- 1. Mandated Partner: Farmworker Institute for Education & Leadership Development
- 2. Mandated Partner Contact Person: David Villarino, President/CEO
- 3. Mandated Partner Address: 410 West J Street, Suite A, Tehachapi, CA 93561
- 4. Phone Number: (661) 972-8485
- 5. Email Address: davidv@fieldinstitute.org

**Mandated Partner Federal Funding Streams for WIOA Partnership:** WIOA title II Adult Education and Family Literacy Act (AEFLA) program.

#### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Farmworker Institute for Education & Leadership Development

By: David Villarino, President/CEO

### LATINO COALITION FOR COMMUNITY LEADERSHIP

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

### Mandated Partner contact information:

- 1. Mandated Partner: Latino Coalition for Community Leadership
- 2. Mandated Partner Contact Person: Richard R. Ramos, Executive Director
- 3. Mandated Partner Address: 970 Village Lane, Santa Barbara, CA 93110
- 4. Phone Number: (805) 331-0902
- 5. Email Address: rramos@latinocoalition.org

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169.

#### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Latino Coalition for Community Leadership

By: Richard R. Ramos, Executive Director

## INYO COUNTY HEALTH AND HUMAN SERVICES

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

## Mandated Partner contact information:

- 1. Mandated Partner: Inyo County Department of Health and Human Services
- 2. Mandated Partner Contact Person: Marilyn Mann, HHS Director
- 3. Mandated Partner Address: 163 May Street, Bishop, CA 93514
- 4. Phone Number: (760) 873-3305
- 5. Email Address: mmann@inyocounty.us

Mandated Partner Federal Funding Streams for WIOA Partnership: WIOA Title I (B) Adult and Dislocated Worker Programs.

## Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Inyo County Department of Health and Human Services

By: Marilyn Mann, HHS Director

## AGREEMENT OF PARTNERSHIP BY THE WORKFORCE INNOVATION AND OPPORTUNITY ACT ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER

#### MONO COUNTY SOCIAL SERVICES DEPARTMENT

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

#### Mandated Partner contact information:

- 1. Mandated Partner: Mono County Social Services Department
- 2. Mandated Partner Contact Person: Kathryn Peterson, Director
- 3. Mandated Partner Address: 452 Mammoth Road, Suite 305, Mammoth Lakes, CA 93546
- 4. Phone Number: (760) 924-1763
- 5. Email Address: kpeterson@mono.ca.gov

**Mandated Partner Federal Funding Streams for WIOA Partnership:** WIOA Title I (B) Adult, Dislocated Worker, and Youth Programs.

#### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Mono County Social Services Department

By: Kathryn Peterson, Director

Date

#### AGREEMENT OF PARTNERSHIP BY THE WORKFORCE INNOVATION AND OPPORTUNITY ACT ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER

#### HOUSING AUTHORITY OF THE COUNTY OF KERN

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

#### Mandated Partner contact information:

- 1. Mandated Partner: Housing Authority of the County of Kern
- 2. Mandated Partner Contact Person: Stephen Pelz, Executive Director
- 3. Mandated Partner Address: 601 24<sup>th</sup> Street, Bakersfield, CA 93301
- 4. Phone Number: (661) 631-8500
- 5. Email Address: spelz@kernha.org

Mandated Partner Federal Funding Streams for WIOA Partnership: Housing & Urban Development.

#### Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2019, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Housing Authority of the County of Kern

By: Stephen Pelz, Executive Director

Date

EXHIBIT "A"

# KERN, INYO & MONO COUNTIES AJCC LOCATIONS

of California<sup>™</sup>

America\*s**Job**Center



AJCC Franchise • JS 208 • Map - Revised 4/2019

EXHIBIT "B"

#### MEMORANDUM OF UNDERSTANDING FOR JOB PLACEMENT SERVICES (Department of Human Services – Employers' Training Resource)

#### IEREAS;

- a. Welfare and Institutions Code Section 11320 et. seq. requires each county to offer a range of services adequate to ensure that California Work Opportunity and Responsibility to Kids ("CalWORKs") participants have access to needed activities and services to assist them in seeking unsubsidized and subsidized employment; and
- DHS requires the provision of job placement activities for participants in the CalWORKs Program as more particularly described herein below; and
- c. ETR represents it is qualified, experienced and willing to provide such services pursuant to the terms and conditions set forth herein; and
- d. This partnership targets the federal Temporary Assistance for Needy Families ("TANF") goals to provide assistance to CalWORKs families and to end the dependence of needy parents by promoting job preparation, work and marriage.
- N, THEREFORE, IT IS AGREED between the parties as follows:

#### TERM

This MOU shall be deemed effective as of July 1, 2015, and shall remain in effect until June 30, 2018 unless sooner terminated as provided for in this Agreement.

#### RESPONSIBILITIES OF ETR

ETR shall provide job placement services for up to 1,480 CalWORKs referrals by DHS. ETR staffing will be based on a target caseload size of 40 assigned participants per Program Specialist.

- A. ETR shall coordinate job referrals with the American's Job Center Job Development team.
- B. ETR shall provide supervised job search services to participants referred by DHS for up to four consecutive weeks. In addition to providing services to participants who job search on a full-time basis, ETR shall provide services to participants who, in conjunction with other welfare to work ("WTW") activities, will job search on a part-time basis. Job search services shall include the following:

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1. ETR shall prepare participants' resumes and will e-mail copies of the resumes to the assigned DHS Social Service Worker.

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- 2 ETR shall register and train participants on the California Job Opening Browse System ("CalJOBS") website. ETR shall ensure that the participants access CalJOBS on at least a weekly basis in order to have their resumes maintained in the CalJOBS database.
- ETR shall ensure that participants complete the minimum weekly employer 3. contacts with one employer contact equaling one hour of participation unless otherwise noted by the participants on their job search records.
- ETR staff shall ensure that participants complete the required weekly hours of 4. participation;
  - 20 hours per week for participants in one-parent assistance units with a.
  - 30 hours per week for participants in one-parent assistance units with b. a child 6 and over. C.
  - 35 hours per week for participants in two-parent assistance units. d.
  - Hours of participation may be reduced on a pro-rata basis for participants who are job seeking on a part-time basis.
- Upon receipt of Job Placement Referrals, ETR shall meet with the participants 5. within one business day for an intake appointment to begin job search placement. After the intake appointment, ETR shall meet with the participants to review job search progress, make appropriate job referrals, and have participant conduct a CalJOBS search at time of contact.
- ETR shall enter the case journal directly into C-IV following each contact with 6. The case journal should include the following and be completed within one business day of contact:
  - a. Date that ETR made contact with participant
  - b. Progress and attendance of Job Search activities by the participant
  - c. Name of ETR staff member providing services to participant
  - d. ETR shall enter daily participation hours on at least a weekly basis into the C-IV Activity Progress Detail Page.
  - e. ETR shall e-mail the assigned Social Service Worker their participants' job search record on a weekly basis so that this verification can be imaged into C-IV,
- ETR shall notify the DHS Social Services Worker ("SSW") by phone, e-mail, or 7. written documentation other than C-IV, within one business day when participants are terminated from the Job Services activity. Terminations include participants entering employment or those receiving services for four consecutive weeks without obtaining employment.
- ETR shall monitor all participants' work activities to ensure they meet the minimum C. participation hours as stated on the CalWORKs Referral form, as presented in Exhibit

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- D. ETR shall coordinate participants' supportive service needs with the DHS SSW that referred the participant.
- E. ETR shall coordinate with DHS to effectively resolve non-participation or noncompliance issues within two business days of the date of discovery. ETR shall, at a minimum, initiate one contact with participant that can include telephone calls and home calls (at the discretion of ETR). If a participant is re-referred back to ETR within thirty days of their original referral date due to non-compliance, this will not constitute a new referral and will not be included as part of the total number of job placement referrals to be provided under this MOU.

If attempts to resume participation are not successful, the participant shall be referred back to the SSW as non-compliant. ETR shall document the non-compliance situation in the C-IV journal, including a list of the attempts to contact the participant, and a brief summary of telephone calls/e-mail conversations with the assigned DHS SSW within three working days.

- F. ETR shall screen all active job placement participants and assess their appropriateness for referral to a subsidized job placement agent for potential placement into subsidized full or part time employment. ETR shall assess participants for appropriate subsidized job placement referrals at each individual weekly meeting.
- G. ETR shall ensure that no less than 50% of CalWORKs participants who receive job placement services from ETR for up to four consecutive weeks obtain paid employment. This percentage is based on the formula of completions divided by the number of obtained employments reported. For this purpose, total completions include participants entering subsidized or unsubsidized employment and those participants who are returned without employment. Obtained employment will be reported up to 90 days following the month of completion of ETR services.
- H. ETR shall allocate sufficient Program Support Supervisor and Program Technician/Specialist staff to each office served. ETR will communicate with each DHS District Supervisor to arrange an ETR/DHS panel to interview potential Program Specialist staff. ETR will assign a Program Specialist "Floater" to fill in for District offices to ensure resource room coverage when the normally assigned staff member is absent. Staffing for each office will be based on the number of referrals received from DHS for each office. The target size of each caseload will be 40.
- I. ETR shall staff the Resource Rooms in the Taft, Lamont, and Shafter Offices.

## ETR'S REPORTING RESPONSIBILITIES

ETR shall provide an Employer's Training Resource Job Placement Services Monthly Participant Report in an Excel database format, as presented in Exhibit "B", of CalWORKs participants receiving services during the report month. The report shall include the following information about each participant:

- 1. Participant's name;
- 2. Participant's case number;
- 3. Date DHS referred participant to ETR;

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- DHS Social Services Worker (Case Manager);
- 5. ETR Program Technician or Specialist;
- Date hired;

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- 7. Employer's name;
- 8. Hourly pay rate or monthly salary rate;
- Medical benefits (yes or no);
- Subsidized job (yes or no);
- 11. Hours of work per week; and
- 12. Date returned to DHS for non-compliance.

ETR shall maintain on file Job Search Record as presented in Exhibit "D". These logs shall be completed by the job seeker, indicating hours of participation completed each week and ETR will e-mail the log to the assigned SSW on a weekly basis so that the document can be imaged into C-IV. This information shall be provided to DHS via an e-mail to the assigned SSW on a weekly basis.

#### RESPONSIBILITIES OF DHS

- A. The DHS SSWs in Bakersfield and the District offices shall refer CalWORKs participants for job placement activities by completing the referral form, Exhibit "A", and e-mailing it to the assigned ETR staff.
- B. DHS shall provide space for one ETR employee assigned to work on this MOU in the following DHS District Offices: Lamont, Mojave, and Shafter. ETR must obtain prior approval of DHS for any changes in staff or requests to alter facility space.

#### COMPENSATION

DHS shall reimburse ETR for all necessary and reasonable costs incurred on behalf of DHS as set forth in **Exhibit "E"**, in an amount not to exceed \$3,958,996. No additional compensation will be paid for secretarial, clerical support staff or overhead costs. No funds paid to ETR through this MOU shall be utilized to compensate employees of ETR for overtime or compensatory time off, except to the extent that ETR is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USCS Section 201, et seq., or applicable State law. All compensation is subject to the availability of State and federal funding.

## REIMBURSEMENT POLICY AND BILLING REQUIREMENTS

ETR shall submit monthly to DHS an invoice for reimbursement of allowable expenditures incurred in the performance of this MOU. Costs claimed under this MOU are subject to the following federal publications from the Office of Management and Budget (OMB) (current publications are available online and can be found at www.whitehouse.gov/omb/circulars/):

- Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements
- A. ETR shall adjust from its billings to DHS all charges not fully reimbursable under the applicable cost principle and the terms of this MOU. ETR accepts fiscal responsibility for any future audit findings resulting from ETR billings under this MOU. ETR shall refund DHS for all costs related to this MOU which are disallowed by California

Department of Social Services ("CDSS") as a result of audit findings or insufficient funds available from the State.

ETR shall comply with all audit exceptions by appropriate federal, State and County audit agencies as prescribed by the auditing agency, and provide all required audit documentation to DHS pertaining to the services required by this MOU.

B. Invoices shall be sent to DHS' Accounts Payable Unit for review and processing by the 25<sup>th</sup> calendar day of the month following the month in which services were rendered. Invoices shall be addressed as follows:

Kern County Department of Human Services Attn: Accounts Payable Unit P.O Box 511 Bakersfield, CA 93302

- C. Payment will be made to ETR within 30 days of receipt and approval of each complete invoice by DHS. A complete invoice will include the receipt of the Monthly Summary Report as presented in Exhibit "C", the receipt of the ETR Job Placement Services Monthly Participant Report, Exhibit "B", by the DHS Administrative Coordinator and the DHS Assistant Program Director assigned to this program, and the invoice with all required documentation. If the invoice is not complete, the 30 day period will start upon receipt of the complete invoice.
- D. All invoices shall be submitted in duplicate in a form approved by DHS, and shall contain a monthly total and itemization of all costs by budget category, corresponding with budget line items detailed in Exhibit "E", including an itemization of all travel expenses incurred. Reimbursement for travel and other related costs shall not exceed County rates, which are in effect at the time the expenses are incurred.
- E. Documentation to substantiate charges shall be provided for each invoice and shall be arranged in the same order as the MOU budget categories, detailing the charges for each category. A subtotal for each category shall correlate with the figures on the invoice. Documentation for monitoring shall include, but not be limited to, the following items:
  - A simplified worksheet that explains how salary charges on invoices were calculated and list employees by name, position, location, and amount charged as set forth in Exhibit "F", which is attached hereto and incorporated herein by this reference.
  - A list of charges for each subcategory: Office Supplies, Equipment, Repairs, and Travel
- F. Budget funds are restricted for use within the budget fiscal year. Administrative transfers of funds between budget line item accounts or the addition of budget line items cannot be approved without prior submission of a revised budget by ETR and prior written approval by DHS.
- G. DHS' fiscal year funding allocation ends June 30, 2016. All invoices including accrued costs for work done during the fiscal year then ended shall be received by DHS'

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Accounts Payable Unit not later than June 1, 2016. A final adjustment from estimated accrual to actual reimbursable cost shall be received at the earliest possible date, but not later than 60 days after the close of the fiscal year.

- H. Monthly claims for reimbursement of allowable expenditures shall be summarized from the Auditor-Controller-County Clerk's Financial Management System using the budget unit and expenditure key to which expenditures were applied. Claims of ETR subcontractors under this agreement may require funds transfer by DHS to ETR to allow compensation or reimbursement of subcontractors by ETR. Subcontractor invoices requiring funds transfer shall be documented by attaching a copy of the subcontractor invoice to the monthly claim submitted by ETR to DHS. ETR shall provide to DHS information required to process journal voucher transfers for reimbursement of costs.
- DHS shall provide ETR with written confirmation of invoiced costs that are deducted from payment due to non-compliance with the OMB circulars hereinabove mentioned and/or the MOU budget categories. ETR shall have 30 days to respond in writing to letters regarding questioned costs.
- J. ETR Job Placement Services Monthly Participant Report shall be mailed electronically to the DHS Administrative Coordinator and the DHS Assistant Program Director who are assigned to this program, prior to the submission of the invoice.

#### REPRESENTATIONS

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DHS and ETR make the following representations, which are agreed to be material to and form a part of the inducement for this MOU:

- A. ETR agrees that its subcontractors shall be held to the same standards, requirements and expectations as stated in this MOU; and
- B. ETR has the expertise and support staff necessary to provide the services described in this MOU; and
- C. ETR shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this MOU.

#### EVALUATION AND MONITORING

Services to be provided by ETR shall be evaluated by DHS on a continuing basis. Evaluation may be accomplished by written or verbal communication and/or by monitoring site visits to view fiscal and/or program processes and information. Any deficiencies noted during an evaluation shall be stated and placed in detailed written form, with a copy submitted to ETR. ETR shall respond in writing to the deficiencies statement within 20 days from the date of receipt. A plan to remedy these deficiencies, where applicable, shall be implemented within 60 days from the date of the deficiencies statement. Failure to remedy the stated deficiencies may result in termination of the MOU by DHS.

Deficiencies that may be subject to non-payment of future invoices by DHS shall include:

- A. Failure to notify DHS and receive prior written approval for any changes to Program delivery within15 days of change for:
  - 1. Change in assigned program staff.
  - 2. Change in program or service hours and days.
  - Change in program or service locations and access for participants.
- B. Failure to request, in writing, and receive written pre-approval from DHS for changes to, or the addition of line items in, the approved budget.
- C. Failure to provide written assurance of required civil rights training as detailed in Paragraph 21, below.

#### CONTRACT DISPUTE

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Should a dispute arise between ETR and DHS relating to performance under this MOU, ETR will, prior to exercising any other remedy which may be available, provide DHS with written notice of the particulars of the dispute within 30 calendar days of the dispute. DHS will meet with ETR review the factors in the dispute, and recommend a means of resolving the dispute before a written response is given to ETR. DHS will provide a written response to ETR within 30 days of receipt of ETR's written notice.

#### TERMINATION

Either party may terminate this MOU, with or without cause, upon 30 days prior written notice to the other party. In the event of termination of this MOU for any reason, DHS shall have no further obligation to pay for any services rendered or expenses incurred by ETR after the effective date of the termination, and ETR shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

#### NON-APPROPRIATION

DHS reserves the right to terminate this MOU in the event insufficient funds are appropriated or budgeted for this MOU in any fiscal year. Upon such termination, DHS will be released from any further financial obligation to ETR, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. ETR will be given 30 days written notice in the event that such an action is required by DHS.

#### NOTICES

Notices to be given by one party to the other under this MOU shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

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Notice to DHS shall be addressed as follows:

Director Kern County Department of Human Services P.O. Box 511 Bakersfield, CA 93302

Notice to ETR shall be addressed as follows:

Director Employers' Training Resource 1600 East Belle Terrace Bakersfield, CA 93307

Nothing in this MOU shall be construed to prevent or render ineffective delivery of notices required or permitted under this MOU by personal service.

#### OWNERSHIP OF DOCUMENTS

All reports, documents and other items generated or gathered in the course of providing services to DHS under this MOU are and shall remain the property of DHS, and shall be returned to DHS upon full completion of all services by ETR or termination of this MOU, whichever first occurs.

#### SOLE AGREEMENT

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This document, including all attachments hereto, contains the entire agreement between the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this MOU. No oral promise, modification, change or inducement shall be effective or given any force or effect.

#### MODIFICATION OF MOU

This MOU may be modified in writing only, signed by the parties in interest at the time of the modification.

#### CONFIDENTIALITY

Neither ETR nor its subcontractors shall, without the written consent of DHS, communicate confidential information, designated in writing or identified in this MOU as such, to any third party. ETR and its subcontractors shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this MOU, the provisions of this paragraph shall continue to survive.

The parties hereto agree to abide by the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") Act as applicable and follow confidentiality requirements of 42 CFR Part 2 and other applicable requirements, and to consult and cooperate with one another to assure appropriate and consistent handling of confidential data.

#### COMPLIANCE WITH LAW

ETR shall observe and comply with all applicable County, State and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

## CAPTIONS AND INTERPRETATION

Paragraph headings in this MOU are used solely for convenience, and shall be wholly disregarded in the construction of this MOU.

No provision of this MOU shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this MOU shall be construed as if jointly prepared by the parties.

#### TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this MOU and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this MOU.

#### COUNTERPARTS

This MOU may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### NONDISCRIMINATION

Neither ETR, nor any officer, agent, employee, servant or subcontractor of ETR, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of age, sex, color, disability, national origin, race, marital status, sexual orientation, religion, political affiliation, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements as described in CDSS Manual of Policies and Procedures, Chapter 21. ETR will further adhere to all mandated requirements as described in the CDSS Manual of Policies and Procedures, Chapter 21 which can be found at <a href="http://www.dss.cahwnet.gov/getinfo/pdf/3cfcman.pdf">http://www.dss.cahwnet.gov/getinfo/pdf/3cfcman.pdf</a>.

ETR understands and acknowledges that its assurance is given in consideration of and for the purpose of receiving compensation for service as provided in this Agreement, which compensation is funded through federal and State assistance. In the event DHS is subject to any fiscal sanction or other legal remedies as a result of ETR's failure to comply with the requirements of this section, ETR shall indemnify and hold harmless DHS from any such fiscal sanction or other legal remedy imposed against DHS as provided in the indemnification provisions of this Agreement. ETR shall participate in and pay DHS's costs incurred in DHS's defense in any judicial or administrative hearing or process to determine where a violation of this section has occurred.

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## AUDIT, INSPECTION, AND RETENTION OF RECORDS

ETR agrees to maintain and make available to DHS accurate books and records relative to all its activities under this MOU. ETR shall comply with all applicable OMB requirements related to the respective funding utilized in the payment of services specified in this MOU. ETR shall permit DHS to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, personnel records (time sheets) or other data related to all other matters covered by this MOU. Audits may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. ETR shall maintain such data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this MOU, or until after the conclusion of any fiscal audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this MOU shall have the same rights conferred upon DHS herein.

#### NON-COLLUSION COVENANT

ETR represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this MOU with DHS. ETR has received from DHS no incentive or special payments or considerations related to the provision of services under this MOU.

#### NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement shall be strictly reserved to DHS. Nothing contained in this MOU shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of DHS that any such person or entity, other than DHS, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

#### SIGNATURE AUTHORITY

Each party represents that they have full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each party has been properly authorized and empowered to enter into this MOU.

#### EXHIBITS

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Each Exhibit attached to this Agreement is incorporated into this Agreement by reference.

Parties have executed this Agreement on the Execution Date.

Kern County Department of Human Services

d: 6-22-15

d:\_\_\_\_\_

By Dena Mu ny, Directo "DHS"

Employer's Training Resource

By Daniel Smith, Director

"ETR"

APPROVED AS TO FORM: Office of the County Counsel

1: 0115/15

By\_

Bryan Walters, Deputy County Counsel

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DENTIFYING INFORMATION

E



nent (complete for Job Placement Services only): Date: Time:
SSN:
(Telephone # is MANDATORY)
OB PLACEMENT SERVICES ONLY
se TAB key to move through form; Space Bar to mark box(es). DHS SSWs in <b>Bakersfield</b> send completed inda Asbridge via GroupWise. DHS SSWs in American's Job Centers of California send completed ne on-site ETR Program Specialist via GroupWise.
<sup>7</sup> of hours per week assigned to Job Search Activity:
ipant on a Compliance Plan or a Curing Plan? Yes 🗌 No 🔲
ed? Yes No Hours per week: Name of Employer: nts: (maximum five rows of typing)
ng documents (FACTS and Work History form) can be given to the ETR Program Specialist re appointment date.

# **UBSIDIZED JOB SITE REFERRAL**

e TAB key to move through form; Space Bar to mark box(es). Send completed form to Linda Asbridge Wise.

J Assign to subsidized job site for: 20 30 35 40 hours/ week

nt Information:

- Participant is monolingual (Spanish speaking only).
- Participant has transportation.
- Participant has child care arrangements.
  - Participant has been advised to bring I.D and their SS card to the orientation.

me:

SSW Caseload:

Phone:

## EMPLOYERS' TRAINING RESOURCE

## JOB PLACEMENT SERVICES PROGRAM

## MONTHLY PARTICIPANT REPORT

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#### MONTH / YEAR

Last Name	First Name	Case #	Date DHS	DHS SSW	ETR Program	Date					
			referred to ETR	(Case Manager)	Specialist	Uate	Employer	Rate of	Benefits	Hours	Date Returned to DH
				Terre manager	opecialist	Hired	Name	Pay	YIN	Per Week	for Non-compliance
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Category	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16			1		-	
Planned Number of Enroliments	123	123	123	123	1	-		Feb-16	Mar-16	Apr-16	May-16	Jun-10	FYTD
Actual Number of Referrals			120	123	123	123	123	123	123	123	123	127	1480
Received	0	0	0	0	0	0	0	0	0	0	0	0	
Actual Number of Cilents Enrolled	0	0	0	0	0	0	0	0	+			1 °	0
Percent of Plan	0%	0%	0%						0	0	0	0	0
Number Returned as Non-		- 070	070	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Compliant within 4 Weeks of Initial Referral	0	0	0	0	0	0	0	0	0	0	0	0	
Number Returned In-Compliance Without Employment within 4 Weeks of Initial Referral	0	0	0	0	0	0	0	0	0	0			0
Number Obtained Employment Thru ETR's Efforts within 4 Weeks	0	0	0	0	0	0					0	0	0
Total Participants Completing							0	0	0	0	0	0	0
Activity	0	0	0	0	0	0	0	0	0	0	0	0	0
Planned Entered Employment Rate	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%		
Actual Entered Employment Rate	#####	ALLAND IN								50 70	50%	50%	50%
	****	#####	#####	#####	#DIV/0!	#####	#####	######	#####	######	#####	####	#DIV/0
verage Wage at Placement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	00.00		
verage Number of Days in ctivity Prior to Employment	0.00	0.00	0.00	0.00	0.00	0.00			ψυ.υψ	φ0.00	\$0.00	\$0.00	0.00
umber returned at DHS request	0	0			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
umber of no-shows for initial			0	0	0	0	0	0	0	0	0	0	0
ppointment	0	0	0	0	0	0	0	0	0	0	0		

MPOR I AN I: If you are unable to keep this appointment, please call your Case Manager at the above phone number, prior to the ippointment time. Applying multiple times for the same job contact will not count. Other follow up activities will be considered on I case by case basis. Unless you have started a job, failure to appear for this appointment may affect your CalWORKs benefits.



	Date of Search	Company Name and Address	Contact Person / Phone Number / Website	Job Title or Type of Work	Action / Results	Hours
1						
2						
3						
4						1
5						
6						1
7						
8						
9						
10						
11						
12					and the second	
13						
14						
15						
16						
17	<u>0</u>					

CDHS 683-Gen (2/11)

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23					
			:*		
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29					
30					-
31				(2)	
32					
13					
14					
:5					
nachure	the second se				

anarai c	Date		
ertify by my signature that I completed this form and that it is		Case Manager Signature	Total Hours
	an accurate and true record	of my ich search activities	
		stary job search acuvilles,	
CDH\$ 683-Gen (2/11)			Contraction of the local division of the loc
•			

#### EXHIBIT "E" ETR JOB PLACEMENT SERVICES July 1, 2015 through June 30, 2018

#### MOU BUDGET

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PERSONNEL EXPENSES Salaries and Benefits Program Staff *	
Deputy Director	15,223
Program Coordinator	343,944
Program Specialists/Technicians	2,833,450
Office Services Asst/Tech	184,836
Sub-total	3,377,453
Administrative Staff	145,929
Sub-total	145,929
TOTAL PERSONNEL EXPENSES	3,523,382
FACILITY COSTS Delano	383,481
Lamont	
Mojave	
Ridgecrest	
Shafter	
SE Center	
Taft	
OFFICE SUPPLIES / EQUIPMENT/ REPAIRS / TRAVEL	52,133
TOTAL REQUESTED BUDGET	\$3,958,996

\* Budget may require amendment in order to comply with future salary/benefit changes impacting County employees.

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### EXHIBIT "E" ETR JOB PLACEMENT SERVICES Fiscal Year 2017-18

## MOU BUDGET

\$ . · ·

PERSONNEL EXPENSES Salaries and Benefits Program Staff *	
Deputy Director	5,074
Program Coordinator	114,648
Program Specialists/Technicians	990,468
Office Services Asst/Tech	the second to be a submer of
Sub-total	64,418
369-10121	1,174,608
Administrative Staff	48,643
Sub-total	48,643
TOTAL PERSONNEL EXPENSES	1,223,251
FACILITY COSTS	127,827
Delano	
Lamont	
Mojave	
Ridgecrest	
Shafter	
SE Center	
Taft	
OFFICE SUPPLIES / EQUIPMENT/ REPAIRS / TRAVEL	18,232
TOTAL REQUESTED BUDGET	\$1,369,310

\* Budget may require amendment in order to comply with future salary/benefit changes impacting County employees.

EXHIBIT "C"

#### AJCC PARTNER REFERRAL FLOW CHART

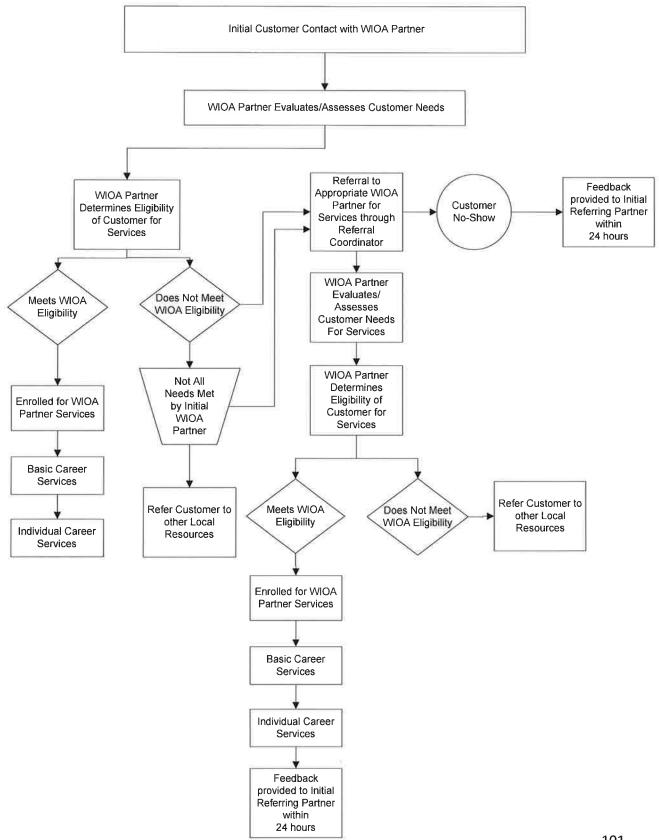


EXHIBIT "D"

	Third-Party	In-Kind Infrastruc	SOUTHEAST AJC ture Contribution		UCC As Whole				
		Contribut		s to support the r	OCC AS WHOLE				
							Balance to	-	
Cost Categories	Total Cost	ETR	EDD	DHS	DOR	Value	Allocate		
lent	491,213	326,931	135,594	22,326	6,361	491,213	0		
Operational Costs Including Utilities/Maintenance*	370,809	191,248	84,068	11,231	3,511	370,809	80,752		
Operational Costs not ncluded in Lease/Ops Costs*	80,752	20,188	20,188	20,188	20,188	80,752	0		
quipment**	53,000	13,250	13,250	13,250	13,250	53,000	0	X	
Access Technology***							_	-	
Common Identifier****	9,373	26,719	26,719	26,719	26,719 2,343	106,877 9,373	0	_	
Totals with Total Partner		2/0.0	2/010		2,015	2,010		t	
Allocations & Remaining Allocation Amt	1,031,272	580,680	282,163	96,057	72,372	1,031,272	0	<u> </u>	
Monthly Costs	85,939	48,390	23,514	8,005	6,031	85,939	0	-	
				frastructure to Be A	llocated to Coloc	ated Partners:	\$ 1,031,272		
		DLA	C Infrastructure E	udget				-	
Southeast AJCC		KIRd's Not	work of Community		_		-		
Cost Category/I	ine Item		work of Compreh em Cost Detail fro		5	C	ost		
RENT									
Rental of Facilities ET			Paid to County			\$	326,931		
Rental of Facilities ED Rental of Facilities DH			Paid to County I	y Agency		\$	135,594 22,326		
Rental of Facilities DO	-	Paid to County by Agency Paid to County by Agency				\$	6,361	-	
		and the second		Rental C	ost Subtotals:		491,213		
Utilities & Maintenan	ce								
Ops for ETR		Paid to County by Agency Paid to County by Agency				\$	191,248	-	
Ops for EDD Ops for DHS			Paid to County			\$ 84,06			
Ops for DORupdated			Paid to County			\$ 11,231 \$ 3,511			
Brighthouse High-Spe		Base	d upon Price Agre			\$ 8,092			
Telephone Infrastruct						\$ 72,000			
Telephone Infrastructure Annualized Telecom Charges to SEAJCC Security (Monitoring) Tel-Tec's current Price Agreement						Ś	660		
			Utilities	& Maintenance C	ost Subtotals:	\$	370,809		
Equipment		No. of Concession, Name							
Reception Equipment			PCs, Scanners,	& other		\$	10,000	-•v	
Assistive technology for in disabilities	ndividuals with	Navigator System				Ś	5,500	<sub>v</sub>	
Copiers		Annual Rental as needed for AJCC Shared Ops				\$	40,000		
Fax Machines		Α	s needed for AJC	Shared Ops		\$	1,000		
AJCC Computers			Estimated Replace	ement Costs		\$	60,000	**v	
Licensing for AJCC Cor	nputers		Office, A/V, S	QL, etc		\$	13,000		
Printers		A	s needed for AJC	Shared Ops		\$	4,000	**v	
		(with "x" value of equip	ment is deleted in cost spr				133,500 53,000		
Marketing/Outreach	Technology to Fac	ilitate Access to t		Value without Ne MON AJCC COST		\$	55,000		
Common Costs for ALI	and the second se		d on Location Fro			\$	106,877		
				to Facilitate Acce			106,877		
Common Identifier Co	and the second se	and the second se		the state of the s	ON AJCC COST				
Common Identifier Co	sts for SEAJCC	Base	d on Location Fro	m All AJCC Costs Common Ident	May Cubestali	\$	9,373 9,373		
				Common Idem	unen subtotali		5,575		
SUMMARY OF TOTAL	INFRASTRUCTUR	E COSTS TO BE SH	ARED BY COLOCA	TED PARTNERS					
SEAJCC COST CATEGORY		the second second				τοτο	L COST		
Subtotal: Rental Cost	5					\$	491,213	$\vdash$	
Subtotal: Utilities & N						ş	370,809		
Subtotal: Equipment Subtotal: Technology		ss Costs				\$	53,000 106,877	$\vdash$	
Subtotal: Common Id		33 60313				\$	9,373	1	
			TOTAL INFRASTRUC	TURE COSTS FOR THIS	AJCC/NETWORK	4	1,031,272		
* AJCC Equipment is valued a	at Cost of Current Marke	et Prices. Replacement							
Utilities & Ops to include electr		, custodial, telephones, hi	gh-speed internet, contrac	ed maintenance, contract	ed security, & any				
ther similar item for necessary for the similar item for the sitem for the sitem for the similar item for the s	or operations nent-related products, assi	tive technology for individ	luals with disabilities, copi	ers, fax, & other tangible	equipment used to				
erve all center customers									
** Technology used to facilitate		and a second second second	11.00	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					

\*\*\*\*\* Creating Signage, updating templates & materials, updating electronic resources

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EXHIBIT "E"

	Third-Part	y In-Kind Infrastruct	ure Contribution	to Support the A	JCC As Whole				
		Contribut				39	Capacity (14 Vacancies)		
Cost Categories	Total Cost	ETR (Proteus)	EDD	DHS*	DOR	Value	Balance to Allocate		
tent	146,765	61,948	46,002		10,359	28,456	28,456		
tilities/Maintenance	33,792	8,448	8,448	8,448	8,448	33,792	0		
quipment**	15,500	3,875	3,875	3,875	3,875	15,500	0	X	
ccess Technology***	27,598	6,900	6,900	6,900	6,900	27,598	0		
Common identifier****	7,983	1,996	1,996	1,996	1,996	7,983	0		
otals with Total Partner Allocations & Remaining Allocation Amt	231,638	83,166	67,220	21,218	31,577	113,329	28,456		
Monthly	19,303	6,931	5,602	1,768	2,631	9,444			
Over/(Under) Paying of Current Costs		111,510	(21,218)		(40,617)				
			Total Infr	astructure to Be Allo	cated to Colocat	ed Partners:	\$ 231,638		
		A	ICC Infrastructure Bud	get					
			Delano AJCC						
		KIM's Ne	etwork of Comprehen						
Cost Category/	Line Item		Line Item Co	t Detail			Cost		
RENT Rental of Facilities		Ecti	mated New Mon	by-Appualized		Ś	146.765		
Rental Of Facilities		230	mateu New Mon	-	al Cost Subtotals:		146,765		
Utilities & Maintenance				Ken	ar cost subtotals:	4	140,705		
Electric		Estimated b	ased upon Delan	o's ETR FY2015-16	costs	\$	26,000		
Gas			Delano's Cost p			\$	183		
Water/Sewer		1	Delano's Cost p			\$	5,030		
				\$	1,492				
Telephone (Landlines) Estimated 40 lines @ \$12/month/year \$					\$	5,760			
ax Lines Estimate Based on \$15/month/analog line for 3 linesAnnualized \$					540				
Facility Maint. Contra	act (Janitorial)	included in Rent					\$ -		
Security (Monitoring	)	Based upon Tel-	Tec's current Pric	e Agreement at \$	55/month	\$ 660			
Security Contract		Estim	ate Based upon D	HS provided cost		\$ 58,000			
Utilities & Maintenance Cost Subtotals (Dictudes DHS Paid Costs which are in Green							33,792		
				HS paid Costs (gree	highlights = paid by DHS)		63,873		
Reception Equipmen			PCs, Scanners			\$	2,000		
Assistive technology	for individuals	A	Navigator S			\$	5,500	**v	
Copiers	_		s needed for AJC	for AJCC Shared C	ps	\$	7,000	-	
Fax Machines AJCC Computers			Estimated Replac			\$	36,000		
Licensing for AJCC Co	moutors		Office, A/V,			\$	4,000		
Printers	inputers	Δ	s needed for AJC			\$	4,000		
Other:				c shared ops		Ś	4,100		
othen		(with "x" value of equin	ment is deleted in cost so	ead)Value with Ne	w Equipment:		56,100		
				Value without No			15,500		
Marketing/Outreach	Technology to	Facilitate Access to				A realized			
Common Costs for Al			d on Location Fro			\$	27,598		
				Marketing/Outr	each Subtotal:	\$	27,598		
Common Identifier C	osts (Local Opt	ion, If Agreed To By	All Colocated Pa	tners)(See COMM	ION AJCC COS	TS for Deta	ils)		
Common Identifier C			d on Location Fro			\$	7,983		
Updating Templates		E	stimated Costs us				house		
Updating Electronic F	Resources		Estimat	Common Ident	ifier Cubestel		house 7,983		
_					iner Subtotal:	\$	7,965	-	
SUMMARY OF TOTAL	LINFRASTRUCT	URE COSTS TO BE S	HARED BY COLOC	ATED PARTNERS					
						TOT			
COST CATEGORY Subtotal: Rental Cos	ts					Ś	AL COST 146,765	-	
Subtotal: Utilities & I		osts				\$	33,792		
Subtotal: Equipment	t Costs					\$	15,500		
Subtotal: Marketing		nology to Facilitate	Access Costs			\$	27,598		
Subtotal: Common l	dentifier Costs					\$	7,983		
			ASTRUCTURE CO	STS FOR THIS AJO	C/NETWORK:	\$	231,638		
* Based upon DHS not havi ** AJCC Equipment is value			ent schedule is to bo	letermined Costs are	shown/not shown	for understan	ding of Infrastruct	ure	
Utilities & Ops to include elec							and or minastraction	21 C	
other similar item for necessary		perietivo tocheology for 1-40-	iduale with disabilities	niers fay & other terration	aquinment used to			1	
	ment-related products,	assistive technology for Indiv	iouais with disabilities, co	piers, iax, & other tangible	equipment used to				
<ul> <li>Computers, including Assess erve <u>all</u> center customers</li> </ul>									

EXHIBIT "F"

	Third-	RIDGEC Party In-Kind Infrastructure	REST540 Perdew Contributions to Support th	ne AICC As Whole				
	inina-	Contributors	contributions to support ti	TE AJCC AS WHOLE	1			
		ETR (Note: Net Cost after				r		
Cost Categories	Total Cost	Partner reimbursement)	DHS	DOR	Value	Balance to Allocate		
Rent	43,402	5,838	23,341	14,222	43,402	(37,564)		
Jtilities/Maintenance	80,854	80,854			80,854			
Other Ops *						0	_	
Equipment**	7,200	2,400	2,400	2,400	7,200	0	x	
Access Technology***	11,651	3,884	3,884	3,884	11,651	0		
Common Identifier****	2,589	863	863	863	2,589	0		
Totals with Total Partner								
Allocations & Remaining Allocation Amt	145,696	93,839	30,488	21,369	145,696			
Estimated Monthly Costs*****	12,141	7,820	2.541	1,781	12,141	0	-	
Estimated monthly costs	12,141	7,820		ucture to Be Allocated to Co			1	
				deture to be Anotated to ec	nocated Partners:	\$ 145,696.26		
			astructure Budget				1.00	
			gecrest AJCC	cc.				
		KIIVI S NETWORK	of Comprehensive AJ	LLS	r			
Cost Category/Lin	e Item	A	Line Item Cost Detail			Cost	-	
RENT			62 C17 A4- 11 1		Le			
ental of Facilities ETR			\$3,617 MonthyAnnualized		\$	43,402	-	
Reimbursement to ETR from DHS Reimbursement to ETR from DOR			1945.12 Monthly Annualize		\$ \$	23,341	-	
termoursement to cirk from DOK		5	1185.18 Monthly Annualize	Rental Cost Subtotals		14,222 80,966		
Itilities & Maintenance				Rental Cost Subtotals	1.2	80,500	-	
ias & Electric			Estimated		5	4,500		
Vater/Trash			Estimated		\$	2,500		
Aedia Com High-Speed Internet			Estimated		\$	2,500		
elephone (Landlines)			Estimated costs		\$	4,500		
acility Maint, Contract (Janitorial)			Based on current charges		\$	13,954	-	
ecurity (Monitoring)		Based up	on Tel-Tec's current Price A Trans West Estimated	greement	\$	900		
Security contract		CONTRACTOR OF STREET		Maintenance Cost Subtotals		80,854		
iquipment								
leception Equipment			PCs, Scanners, & other		\$	2,000		
ssistive technology for individual	s with disabilities	Annual R	Navigator System ental Estimates for AJCC Sh	ared Ope	\$	5,500	**Val	
ax Machines		As	š	500	-			
JCC Computers		E	stimated Replacement Cos	ts	\$	10,800	**Val	
icensing for AJCC Computers			Office, A/V, SQL, etc		\$	2,700		
Printers	_	AS	s needed for AJCC Shared C	yps Value with New Equipment	\$	2,250	**Valı	
	(wit	h "x" value of equipment is				7,200		
Aarketing/Outreach Technology to	and the second	1000 m					-	
ommon Costs for ALL AJCC	Fucilitate Piccess to the		on Location From All AJCC	Costs	Ś	11,651	1	
				arketing/Outreach Subtotal	1000	11,651	lu -	
ommon Identifier Costs (Local Op	tion, If Agreed To By Al	Colocated Partners)						
Common Identifier (	Costs for	Based	I on Location From All AJCC	Costs	\$	2,589		
Ipdating Electronic Resources			Estimated			In-house		
				Common identifier Subtotal	Ş	2,589		
UMMARY OF TOTAL INFRASTRUC	TURE COSTS TO BE SHAP	ED BY COLOCATED PARTNEL	RS	ALC: NO. OF THE OWNER			1.20	
IDGECREST								
OST CATEGORY ubtotal: Rental Costs	_				TC S	DTAL COST 80,966		
ubtotal: Utilities & Maintenance	Costs				Š	80,854		
ubtotal: Equipment Costs					\$	7,200		
ubtotal: Technology to Facilitate					\$	11,651 2,589		
ubtotal: Common Identifier Costs		707	AL INERASTRUCTURE COST	S FOR THIS AJCC/NETWORK	to in the second	183,260		
						105,200		
AJCC Equipment is valued at Cost of C					Costs.			
Utilities & Ops to include electric, gas ther similar item for necessary for ope		odial, telephones, high-speed i	nternet, contracted maintenan	ce, contracted security, & any				
					1			
* Computers, including Assessment-re	elated products, assistive t	echnology for individuals with	disabilities, copiers, fax, & oth	er tangible equipment used to				
erve <u>all</u> center customers ** Technology used to facilitate access	to the One Stee Center in	actuding technology used from	contor's planeter and atter	chactivities cost of creation	1			
** Technology used to facilitate access nd maintenance of center website (no			e center s praiming and outrea	chacumues, cost or creation				
*** Creating Signage, updating templa			41(1) and in sec11 (- 4 - 11	Fairebare of the 1-faire -				
**** EDD is virtually located at the Rid osts related to such virtual service deli								
formation technology related expense								
information technology related expense	es, and (iii) data connectio	on fees.,						

EXHIBIT "G"

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2001	THEAST AJCC				Tot	al Item Cost	
EQUIPM	ENT COSTS		\$5	6,345.59	\$	161,017.53	Y if Lease
1st Floor Re	ception/Lobby						
2	PC for FOB	ETR	\$	1,035.83	\$	2,071.66	
2	Monitor for FOB	ETR	\$	289.99	\$	579.98	
1	FOB	ETR	\$	246.93	\$	246.93	
2	PCs for AJCC Reception	ETR	\$	1,035.83	\$	2,071.66	
2	Monitors for AJCC Reception	ETR	\$	289.99	\$	579.98	
2	Reception Phones	ETR			\$		
1	TTY Phone	ETR	\$	336.88	\$	336.88	
1	Fax/Copier	ETR	\$	2,687.50	\$	2,687.50	
1	HP Printer	ETR	\$	949.99	\$	949.99	
Resource Re	oom						
25	PCs	ETR	\$	1,035.83	\$	25,895.75	
1	Navigator PC	ETR	\$	289.99	\$	289.99	
1	Panasonic Copier (Estimated Annual Cost)	ETR	\$	1,096.56	\$	1,096.56	Ν
1	Bizhub Copier (Annual LeaseNot counting Click Charges	ETR	\$	3,289.56	\$	3,289.56	Y
1	Printer	ETR	\$	949.99	\$	949.99	
1	FOB	ETR	\$	246.93	\$	246.93	
1	Scanner	ETR	\$	2,687.50	\$	2,687.50	
1	Navigator Workstation Accessories	ETR	\$	6,000.00	\$	6,000.00	
1	Navigator PC	ETR	\$	1,035.83	\$	1,035.83	
4	Client Job-Search Phones	ETR			\$	12	
1	Client Direct-Connect UI Phone	ETR			\$		
Classroom #	#1						
1	Panasonic Copier	ETR	\$	1,096.56	\$	1,096.56	N
1	Large Wall-Mounted Monitor	ETR	\$	615.60	\$	615.60	
1	PC for Wall-Mounted Monitor	ETR	\$	1,035.83	\$	1,035.83	
7	Client PCs	ETR	\$	1,035.83	\$	7,250.81	
7	Client Monitors	ETR	\$	289.99	\$	2,029.93	
2	HP Printers	ETR	\$	949.99	\$	1,899.98	
1	Large Wall-Mounted Vizio Monitor	ETR	\$	615.60	\$	615.60	
	PC for Wall-Mounted Monitor	ETR	\$	1,035.83	\$	1,035.83	
Classroom #	<del>#</del> 2						
4	Testing PCs	ETR	\$	1,035.83	\$	4,143.32	
	Testing Monitors	ETR	\$	289.99	\$	1,159.96	
	Small Printer	ETR	\$	549.99	\$	549.99	
1	EDD Large monitor	EDD			\$	-	
	EDD DVD	EDD			\$	2	
1	EDD Speakers	EDD			\$	ž.	
	EDD PC	EDD			\$		
	Overhead Projector	EDD			\$	5	

Classroom					
20	Customer PCs Typing Tests/WK/WinSolutions	ETR	\$ 1,035.83	\$ 20,716.60	
	Monitors	ETR	\$ 289.99	\$ 5,799.80	
1	Staff PC	ETR	\$ 1,035.83	\$ 1,035.83	
1	Staff Monitor	ETR	\$ 289.99	\$ 289.99	
1	FOB	ETR	\$ 246.93	\$ 246.93	
1	FOB PC	ETR	\$ 1,035.83	\$ 1,035.83	
1	FOB Monitor	ETR	\$ 289.99	\$ 289.99	
1	Sony DVD/VHS	ETR	\$ 79.47	\$ 79.47	
1	Panasonic Copier (Estimated Annual Cost)	ETR	\$ 1,096.56	\$ 1,096.56	N
1	Magnavox TV	ETR		\$ -	
1	HP Printer	ETR	949.99	\$ 949.99	
1	Canon Copier/Fax/Scanner	ETR	\$ 2,687.50	\$ 2,687.50	
Classroom					
	Customer PCs	ETR	\$ 1,035.83	\$ 20,716.60	
	Customer Monitors	ETR	289.99		
	HPLaserJet 5475	ETR	949.99	\$ 949.99	
1	Sony DVD/VHS	ETR	79.46		
2	Phones	ETR		\$	
Upstairs W	est Wing Lobby Area				
1	Wall-Mounted SMART TV	ETR	598.49	\$ 598.49	
Upstairs W	est Wing Office Area				
1	Wall-Mounted SMART TV	ETR	598.49	\$ 598.49	
Room #227					
1	Conference Phone	ETR		\$ -	
	PC	ETR	1035.83	\$ 1,035.83	
1	Web-Cam for Video Conferencing	ETR	61.99	· · · · · · · · · · · · · · · · · · ·	
1	Large-Wall Mounted Samsung Monitor	ETR	1513.72	\$ 1,513.72	
1	Speakers	ETR	22.99	\$ 22.99	
T	erence Room				
	PC	ETR	\$ 1,035.83	\$ 1,035.83	
	Large Wall-Mounted Monitor	ETR	\$ 1,513.72	\$ 1,513.72	
	VHS/DVD	ETR	79.46		
	Speakerss	ETR	22.99		
1	Web-Cam for Video Conferencing	ETR	61.99	\$ 61.99	
1	PC for Room Reservations				
2nd Floor E	ast	ETR	61.99	\$	61.99

Eleor	Nest Wing Lobby					
	PC	ETD	ė	1 035 93	ć	1 035 03
		ETR	Ş	1,035.83		1,035.83
1	Monitor	ETR		289.99	Ş	289.99
1	HP Printer	ETR		949.99	\$	949.99
1	Panasonic Copier (Estimated Annual Cost)	ETR	\$	1,096.56	\$	1,096.56
1	Digital Sender	DHS				
1	HP Printer	DHS				
1	Digital Sender	ETR				
1	Refrigerator	ETR				
Floor (	Copy Room West					
1	Copier/Scanner/Fax	EDD				
1	HP Printer	EDD				
1	Fax	EDD				
1	EDD Copier Scanner	EDD				
ne Infr	astructure for 1600 E. Belle Terrace		_			
	BroadBand Equipment (included w/Brighthouse Costs)	Brighthous	\$		\$	9 <b>8</b>
6	Phone Switches	ETR	\$	2,779.37	\$	16,676.22
1	DHCP Firewall		Ś	199.00	Ś	199.00

EXHIBIT "H"

DELA	NO			Total Item Cost	
EQUIPM	ENT COSTS		\$ 36,621.09	\$ 79,512.41	YifLease
Reception				1	
	PC for FOB	ETR	\$ 1,305.83	\$ 1,305.83	
1	Monitor for FOB	ETR	\$ 289.99	\$ 289.99	
	FOB	ETR	\$ 246.93	\$ 246.93	
2	PCs for AJCC Reception	ETR	\$ 1,305.83	\$ 2,611.66	
	Monitors for AJCC Reception	ETR	\$ 289.99	\$ 579.98	
	EDD Copier (Per Staff Breaks down & doesn't work)	EDD		\$ -	
	DHS Copier (Per Staff Busy & used only by DHS)	DHS		\$ -	
	DHS PCs (Used by DHS for DHS)	DHS		\$ -	
	DHS Monitors (Used by DHS for DHS)	DHS		\$ -	
	Large Wall Mounted Monitor (Used by DHS for DHS)	DHS		\$ -	
	PC for Wall Mounted Monitor (Used by DHS for DHS)	DHS		\$ -	
Resource R	Room				1
15	PCs	ETR	\$ 1,305.83	\$ 19,587.45	
	Monitors	ETR	\$ 289.99		1
1	PC For FOB	ETR	\$ 1,305.83		1
1	Monitor for FOB	ETR	\$ 289.99		
1	FOB	ETR	\$ 246.93		
	Navigator PC	ETR	\$ 1,305.83	\$ 1,305.83	
	Navigator Monitor	ETR	\$ 289.99	\$ 289.99	
	Navigator Workstation Accessories	ETR	\$ 6,000.00	\$ 6,000.00	
	Canon Copier/Fax/Scanner	ETR	\$ 2,687.50	\$ 2,687.50	
	HP Printer	ETR	\$ 949.99		
	Phones	ETR	\$ 350.00	\$ 1,750.00	
	TTY	ETR	\$ 336.88	\$ 336.88	
1	Desktop Scanner	ETR	\$ 2,133.60	\$ 2,133.60	
Classroom					
	PCs	ETR	\$ 1,305.83	\$ 15,669.96	
12	Monitors	ETR	\$ 289.99		
	Staff PC	ETR	\$ 1,305.83	w	
	Staff Monitor	ETR	\$ 289.99	\$ 289.99	
	HP LaserPrint	ETR	\$ 949.99	\$ 949.99	
				\$ -	
Behind Rec					
	Canon FAX (Per Staff used for Clients)	ETR	\$ 2,687.50	\$ 2,687.50	
1	HP Printer used by Reception Staff	ETR	\$ 949.99	\$ 949.99 \$ -	
Copy Room				-	
1	HP Printer	ETR	\$ 949.99	\$ 949.99	
1	Shredder	ETR		\$ -	
1	Panasonic Copier (Estimated Annual Cost)	ETR	\$ 1,096.56	\$ 1,096.56	N
1	Bizhub Copier (Annual LeaseNot counting Click Charges	ETR	\$ 3,289.56	\$ 3,289.56	Y
	Plus Click Charges (.012 BW & .068 Color)	ETR		\$ -	

Conference	e Room #1				
1	Large Wall Mounted Monitor	ETR		\$	
1	PC	ETR		\$ -	
Conference	e Romm #2				
1	Large Wall Mounted Monitor	ETR			
1	PC	ETR			
Hallway					
1	Fax Machine	EDD		\$	
1	HP Printer	ETR	949.99	\$ 949.99	
1	Industrial Shredder	ETR	1624.94	\$ 1,624.94	
East Side W	/all Area				
2	Printers (To be disposed of)	EDD			

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EXHIBIT "I"

:<u>\*</u>

RIDG	ECREST540 Perdew	<i>i</i> Avenue		Total Item Cost	
			\$ 3,730.56	\$ 12,877.62	Y if Leased
Reception	Lobby/Resource Room				
1	PC for FOB	ETR	\$ 1,305.83	\$ 1,305.83	
1	Monitor for FOB	ETR	\$ 289.99	\$ 289.99	
1	FOB	ETR	\$ 246.93	\$ 246.93	
6	PCs Computer Lab	ETR	\$ 1,305.83	\$ 7,834.98	
6	Monitors for Computer Lab	ETR	\$ 289.99	\$ 1,739.94	
5	PCs Resource Room	ETR	\$ 2.00	\$ 10.00	
5	Monitors for Resource Room	ETR	\$ 289.99	\$ 1,449.95	
1	Copier	DHS	\$ 	Ś -	

EXHIBIT "J"

				SE AJC	Delano AJC	Ridgecrest AJC	Taft AJC	Lake Isabella AJC	Oildale AJC	BTWC	EPIC
Marketing/Outreach Technolog	y to Facilitate Access to the AJCC			52%	13%	6%	6%	3%	13%	0.881%	29
see attached itemized cost of equipme	nt (note: these costs are maintenance & operational costs)		_								
Xerox Copier & Outreach Equipment Maintenance	Large Color Production Copier (Average re: 25k/month)	5	35,000	18,053.85	4,661.96	1,968.17	1,997.06	1,220.07	4,681.22	308.23	857.2
Costs Marketing Equipment (Folder, Cutter, Laminator,	Folder, Laminator & Cutter @\$5k (Annual Maintenance)	† –									100
etc)		\$	5,000	2,579.12	665.99	281.17	285.29	174,30	668.75	44.03	122.4
Large Color Sign Printer	Approximately \$1k (Annual Maintenance)	\$	1,500	773.74	199.80	84.35	85.59	52.29	200.62	13.21	36.7
B&W High Capacity Production Copier Cost of creation and maintenance of a center	Approximate 100k-150k copies annually	\$	2,000	1,031.65	266.40	112.47	114.12	69.72	267.50	17.61	48.9
Website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services (Does not include data systems or case management systems specific to individual	ITS Website Maintenance Charges at \$10,821.60/FY 2015-16 shared amongst 6 AJCC locations based on AJCC Traffic & then to be shared amongst partners	\$	15,000	7,737.36	1,997.98	843.50	855,88	522.89	2,006.24	132.10	367.4
IT Contracted WAN Support & Equipment	ITS Charges for Phone Equipment and WAN Support Based on FY 2015-16							- 100		1	
Maintenance Cost of maintenance of a center's IT-Infrastructure	The charges for those Equipment and ware support based of the 2019 10	\$	144,718	74,649.05	19,276.26	8,137.98	8,257.46	5,044.75	19,355.92	1,274.46	3,544.6
and operations that provides outreach to customers by providing IT support to AJCC services and/or provides direct service access to AJCC services (Does not include data systems or case management systems specific to individua! program partners.)	ITS Infrastructure Maintenance Charges which support ETR IT staff 6 AJCC locations (SEAJCC, Delano, Ridgecrest, Lake Isabella, BTW Center, & Oildale) 10 PCs & Other Routers, Switches, Etc. & 1 license of WinServer for DHCP (\$131.30)Phones (Does not include Equipment Costs, only estimates as to connectivity and operations)	s	2.398	1.236.93	319.41	135	136.83	83.59	320.73	21.12	58.7
Braile PC- & Monitor	100% for AJCC-Office Suite &AV Software included (Braile Software ??)	5	1,580	815.13	210.49	89	90.17	55.09	211.36	13.92	38.7
	Technology to Facilitate Access to the AJCC	6	207,196	105,877	27,598	11,651	11,822	7,223	27,712	1,825	5.075
Common Identifier Costs (Local	Option, If Agreed To By All Colocated Partners)	1 *	207/200								
Creating New AJCC SignageSEAJCC	Estimated Cost \$2500-\$3000 (AJCC Window Graphic & Pylon sign change)	s	1,674	1.674							
Creating New AJCC SignageRidgecrest	Estimated Cost \$1500-\$2000 (AJCC Window Graphic & Pylon sign change)	s		1,074		1 750					0.000
Creating New AJCC SignageDelano	Estimated Cost \$2000-\$2500 (AJCC Window Graphic & Pylon sign change)	-	1,750	-	-	1,750			*		
		\$	5,994	-	5,994			1200		1000	
Olive Drive Signage	Only ETR Costs due to no colocated partners	\$	11,835			-			11,835		-
Updating Templates & Materials	Estimated Currently In-House	\$					0.00	0.00	0.00	0.00	0.0
Outreach PC- & Monitor	90% of4 PCs & Monitors (\$1287,61+219.05)	\$	5,424	2,798	722	305	309.49	189.08	725.45	47.77	132.8
Outreach Software	90% of Activity is used for AJCC Annual Cost Corel (4x\$198), Adobe (4x\$959.88), Graphics (\$4387), Constant Contact (\$969) PLUS Annual Cost of PC WindowsOS/MS Suite/Office365/AV for 4(132.64+10.05)	\$	9,502	4,902	1,266	534	542.19	331.24	1,270.92	83.68	232.7
Updating Electronic Resources	Estimated Currently In-House						0.00	0.00	0.00	0.00	0.0
	Common Identifier Subtotal	\$	24,344	9,373	7,983	2,589	852	520	13,832	131	366
				SE AJC	Delano AJC	Ridgecrest AJC	Taft AJC	Lake Isabella AJC	Oildale AJC	BTWC	EPIC

EXHIBIT "K"

ţ.

	Third-Part	y In-Kind Infrastructure Contributions to Support the AJCC As Whole			
		Contributors			1
Cost Categories	Total Cost	ETR	Value	Balance to Allocate	
Rent	127,119	127,119	127,119	0	-
Jtilities/Maintenance	118,293				-
Other Ops *		118,293	118,293	0	
quipment**	11,600	11,600	11,600	0	X
Access Technology***	27,712	27,712	27,712	0	
Common Identifier****	13,832	13,832	13,832	0	
etals with Total Partner Allocations & Remaining Allocation Amt	298,556	298,556	298,556	0	
Extimated Monthly Costs	24,880	24,880	24,880	0	-
1	24,000	Total Infrastructure to Be Allocated to	1	\$ 209 555 95	
Frank Francesco I		AJCC Infrastructure Budget Oildale AJCC KIM's Network of Affiliate AJCCs			
Cost Category/ RENT	Line item	Line Item Cost Detail		Cost	-
Rental of Facilities		\$10,593.26 MonthyAnnualized	\$	127,119	
Other:		gasjasaka manany minutiku	\$	127,115	-
Other:			\$		
		Rental Cost Subtotals:		127,119	
Utilities & Maintena	nce	nental cost subtraint	*	127,115	-
Utilities	1	Estimated	\$	38,000	
High-Speed Internet		Based upon Brighthouse	\$	-	
Telephone (Landline	s)	Based upon Communication Charges for FY2016-17	\$	10,821	
acility Maint. Contra	act (Janitorial)	Based on current charges	\$	16,272	
Security (Monitoring	)	Based upon Tel-Tec's current Price Agreement	\$	1,200	
Security Contract		Based upon Estimated Actual	\$	50,000	_
Other:		Based upon Property Management Fees	\$	2,000	
		Utilities & Maintenance Cost Subtotals:	\$	118,293	
Equipment					
Reception Equipmen		PCs, Scanners, & other	\$	2,000	
Assistive technology	for individuals	Navigator System	\$	5,500	**•Val
Copiers		Annual Rental Estimates for AJCC Ops	\$	8,000	<u> </u>
Fax Machines		As needed for AJCC Shared Ops	\$	500	
AJCC Computers		As needed for AJCC Shared Ops	\$	10,800	**Val
Licensing for AJCC Co	mputers	Office, A/V, SQL, etc	\$	3,600	
Printers		As needed for AJCC Shared Ops	\$	2,250	**Val
Other:					
		Value with New Equipment:		32,650	
	1	with "x" value of equipment is deleted in cost spread) Value without New Equipment	\$	11,600	
	1	Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)			-
Common Costs for AL	LAJCC	Based on Location From All AJCC Costs	\$	27,712	
		Marketing/Outreach Subtotal:	Ş	27,712	-
		on, If Agreed To By All Colocated Partners)			
Common Identifi		Based on Location From All AJCC Costs	\$	13,832	
Jpdating Electronic F	Resources	Estimated		house	
		Common Identifier Subtotal:	\$	13,832	-
	LINFRASTRUCT	URE COSTS TO BE SHARED BY COLOCATED PARTNERS			
DILDALE COST CATEGORY			TOT	AL COST	-
ubtotal: Rental Cos	ts		\$	127,119	-
iubtotal: Utilities & I	Maintenance Co	osts	\$	118,293	
Subtotal: Equipment		anose Coste	Ş	11,600	
Subtotal: Technolog Subtotal: Common I	dentifier Costs	ccess costs	\$	27,712 13,832	
astotal, common i	activiter costs	TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:		10,002	

EXHIBIT "L"

	Third-Party	TAFT119 North 10th Street In-Kind Infrastructure Contributions to Support the AJCC As Whole			
	Third Full	Contributors			1
1		Contributors	1	Balance to	
Cost Categories	Total Cost	ETR	Value	Allocate	
Rent	332	332	332	0	
Utilities/Maintenance Other Ops *	987	987	987	0	
Equipment**	4,288	4,288	4,288	0	X
Access Technology***	11,822	11,822	11,822	0	
Common Identifier****	852	852	852	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	18,281	18,281	18,281	0	
Extimated Monthly Costs	1,523	1,523	1,523		
		Total Infrastructure to Be Allocated to	AJCC Ops:	\$ 18,281.08	
		AJCC Infrastructure Budget			
		Taft AJCC KIM's Network of Affiliate AJCCs			
Cost Category/I	Line Item	Line Item Cost Detail		Cost	
RENT					
Rental of Facilities		No Charge (Expenses shown are from FY 2016-17 7650 rent expense allocation)	\$	332	
Other:			\$		
		Rental Cost Subtotals:	\$	332	
Utilities & Maintenar					
Utilities are all includ		Included above	\$		
Telephone (Landlines			710	_	
Facility Maint. Contra	act (Janitorial)	Included above with misc charges to ETR	\$	277	_
Other:			\$		
		Utilities & Maintenance Cost Subtotals:	\$	987	
Equipment					
Reception Equipment	t	PCs, Scanners, & other	\$	1,050	**Valu
Copiers		Annual Rental Estimates for AJCC Ops	\$	2,000	
Fax Machines		As needed for AJCC Shared Ops	\$	500	
AJCC Computers		As needed for AJCC Shared Ops	\$	1,800	♥*Val
Licensing for AJCC Co	mputers	Office, A/V, SQL, etc	\$	288	
Printers		As needed for AJCC Shared Ops	\$	500	**Valu
Other:					
		Value with New Equipment:		6,138	
		ith "x" value of equipment Is deleted in cost spread)Value without New Equipment	ş	4,288	
		acilitate Access to the AJCC (See COMMON AJCC COSTS for Details)	4		-
Common Costs for AL	LAJCC	Based on Location From All AJCC Costs	\$	11,822	
		Marketing/Outreach Subtotal:	\$	11,822	
		on, If Agreed To By All Colocated Partners)			
Common Identifie		Based on Location From All AJCC Costs	\$	852	
Updating Electronic R	esources	Estimated Common Identifier Subtotal:		house 852	
SUMMARY OF TOTAL	INISPASTRUCT	JRE COSTS TO BE SHARED BY COLOCATED PARTNERS	-	0.52	-
TAFT	INFRASIRUCIU	THE COSTS TO BE SHARED BT COLOCATED PARTNERS			-
COST CATEGORY			TOT	AL COST	
Subtotal: Rental Cost			\$	332	
Subtotal: Utilities & N		sts	\$	987	
Subtotal: Equipment Subtotal: Technology		coss Costs	\$	4,288	
Subtotal: Technology		(63) (03)3	\$	852	_
		TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:		18,281	-

EXHIBIT "M"

	Third-Party	SHAFTER115 Central Valley Highway In-Kind Infrastructure Contributions to Support the AJCC As Whole			
	Third Fart	Contributors			
				Balance to	
Cost Categories	Total Cost	ETR	Value	Allocate	
Rent	748		748	748	
Utilities/Maintenance Other Ops *	875		875	875	
Equipment**	5,214		5,214	5,214	Х
Access Technology***	7,413		7,413	7,413	
Common Identifier****	534		534	534	
Totals with Total Partner Allocations					
& Remaining Affocation Amt	14,784		14,784	14,784	
Extimated Monthly Costs	1,232		1,232		_
		Total Infrastructure to Be Allocated to	AJCC Ops:	\$ 14,783.82	
		AJCC Infrastructure Budget Shafter AJCC KIM's Network of Affiliate AJCCs			
Cost Category/L	ine item	Line Item Cost Detail	C	lost	
RENT		No. Channel	ć	740	
Rental of Facilities		No Charge (Expenses shown are from FY 2016-17 7650 rent expense allocation)	\$	748	-
Other:			\$	-	
		Rental Cost Subtotals:	\$	748	
Utilities & Maintenan	ice				
Utilities Media Com High-Spee	ad Internet	Included above	\$		
Telephone (Landlines		Based upon Communication Charges for FY2016-17	\$	875	-
Facility Maint. Contra		Included in Rent	\$		-
Other:	or your to riding		\$ -		
		Utilities & Maintenance Cost Subtotals:	\$	875	
Equipment					
Reception Equipment		PCs, Scanners, & other	\$	2,000	•••v
Assistive technology f	or individuals	Navigator System	\$	5,500	···v;
Copiers		Estimated Rental as needed for AJCC Shared Ops	\$	2,000	
Fax Machines		As needed for AJCC Shared Ops	\$	350	
AJCC Computers		As needed for AJCC Shared Ops (6)	\$	5,400	••va
Licensing for AJCC Cor	mputers	Office, A/V, SQL, etc	\$	864	
Printers		As needed for AJCC Shared Ops	\$	1,000	**v;
Other:					
		Value with New Equipment:	\$	17,114	
	(v	vith "x" value of equipment is deleted in cost spread) Value without New Equipment	\$	5,214	
Marketing/Outreach		Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)			
Common Costs for AL	LAJCC	Based on Location From All AJCC Costs	\$	7,413	Ú.
		Marketing/Outreach Subtotal:	\$	7,413	
Common Identifier Co	osts (Local Opti	on, if Agreed To By All Colocated Partners)			1
Common Identifie		Based on Location From All AJCC Costs	\$	534	
Updating Electronic R	esources	Estimated		house	
		Common Identifier Subtotal:	\$	534	
	INFRASTRUCT	URE COSTS TO BE SHARED BY COLOCATED PARTNERS			
SHAFTER			707	UL COST	
COST CATEGORY Subtotal: Rental Cost	te		\$ \$	AL COST 748	-
Subtotal: Utilities & N		sts	\$	875	
Subtotal: Equipment	Costs		\$	5,214	
Subtotal: Technology Subtotal: Common lo		ccess Costs	\$	7,413	
	antitior Cocte		3	534	1

EXHIBIT "N"

Contributors         Contributors           Cott Categories         Total Cost         FIR         Walke         Mances           Wet         7,135         7,135         0           Utilities/Maintenance         16,644         16,644         0           Sequement**         3,240         3,240         0           Access Technology**         7,223         7,223         0           Momens Metaller***         5,20         5,20         0           Sequement**         3,4,762         3,4,762         3,4,762         0           Metaller***         2,897         2,897         2,897         2,897         2,897         0           Cost Category/Line Kern         Line Kerne Lost Eabella A/CC         KIM's Network of Affiline A/CCs         Cost           Rental of Facilities         Based on FY 2016-17 (news /raccsared)         \$         7,135           Other:         \$         7,135         3,100           Rental of facilities         Based on FY 2016-17 (news /raccsared)         \$         2,247           Other:         \$         7,135         3,100           Cost Category/Line Kern         Based on FY 2016-17-Communication Charges         \$ <t< th=""><th></th><th>Third-Part</th><th>LAKE ISABELLA6401 Lake Isabella Blvd ty In-Kind Infrastructure Contributions to Support the AJCC As Whole</th><th></th><th></th><th></th></t<>		Third-Part	LAKE ISABELLA6401 Lake Isabella Blvd ty In-Kind Infrastructure Contributions to Support the AJCC As Whole					
Cost Categories         Total Cost         FIR         Value         Maince to Nulce table cost           Mark         7,135         7,135         0           Mark table:Maintance         16,644         0.6         0           Other Opst**         16,644         0.6         0           Mark table:Maintance         3,240         3,240         0           Mainteen Maintance         3,240         3,240         0           Mainteen Maintance         3,240         3,240         0           Mainteen Maintance         5,20         0         0           Mainteen Mainteen Maintance         34,762         34,762         0           Mainteen Maintance         34,762         34,762         0           Cost Category/Line Item         Uite Rem Cost Datal         Cost         5         7,135           Remarket Maintance         Cost Category/Line Item         Uite Rem Cost Datal         Cost         5         34,761.81           All CC Infrastructure Budget Lake Shale A DCC         Kassa A A A A A A A A A A A A A A A A A A		initia i ut				-		
mest         7,135         7,135         7,135         7,135         0           Ditter (Maintages)         16,644         16,644         0         0           Ditter (Maintages)         16,644         0         0         0           Ditter (Maintages)         3,240         3,240         0         0           Access Technology***         7,223         7,223         7,223         0         0           Common Maintage Maintages         520         520         0         0         0           Access Technology***         7,235         7,237         7,287         2,897         0           Total Infrastructure budget Lake Isabella AUCC         34,762         0         0         0           Reinted Mounthy Gats         2,897         7,897         2,897         2,897         2,897         0         0           Reintal of Facilities         Based on FV 2016-17-000000000000000000000000000000000	1		Contributors		Balance to	-		
Utilite/Anticastance         16,644         16,644         0,013           Readyment**         3,240         3,240         3,240         0,014           Readyment**         3,240         3,240         3,240         0,014           Nates Technology***         7,223         7,223         0,023         0,020         0,000           Nates Technology***         5,00         5,00         5,00         0,000 </th <th>Cost Categories</th> <th>Total Cost</th> <th>ETR</th> <th>Value</th> <th>Allocate</th> <th></th>	Cost Categories	Total Cost	ETR	Value	Allocate			
Other Gay         16,644         16,644         0           Genergine ent***         3,240         3,240         0           Approxement***         7,223         7,223         7,223         0           Common Exemption         520         520         520         0           Common Exemption         34,762         34,762         34,762         0           Exemption         34,762         34,762         34,762         0           Exemption         2,897         72,297         7         0           Exemption         2,897         2,897         2,897         5         34,761.81           AICC Infrastructure Budget Lake Isobella A/CC KIM'N Network of Affiliate A/CCs           Cost Category/Line Item         Une Tem Cust Detail         Cost           Rental Cost Subtobals: \$         7,135           Other:         7 <td>Rent</td> <td>7,135</td> <td>7,135</td> <td>7,135</td> <td>0</td> <td></td>	Rent	7,135	7,135	7,135	0			
and up *       3,240       -3,240       0         Access Trainology**       7,223       7,223       7,223       0         Access Trainology**       520       520       0       0         Access Trainology**       520       520       0       0         Access Trainology**       520       34,762       34,762       0         Emmete Monthly Cost       2,897       2,897       2,897       2,897       0         Emmete Monthly Cost       2,897       Total Infrastructure to Be Allocated to AJCC Ops: \$ 34,761.81       AICC Infrastructure Budget Lake Isabella AJCC       Cost         Cost Category/Line Item       Line Kern Cost Detain       Cost       Cost         Rental of Facilities       Based on FY 2016-17-Utility Charges       \$ 7,135         Other:       Rental Cost Subtotals:       \$ 7,135         Utilities & Maintenance       \$ 7,135         Utilities & Maintenance       \$ 3,100         Utilities & Maintenance       \$ 3,200         Utilities & Maintenance       \$ 2,200         Utilities & Maintenance       \$ 3,100         Utilities & Maintenance       \$ 3,200         Utilities & Maintenance       \$ 3,200         Utilities & Maintenance       \$ 3,200		16.644	16.644	16 644	0			
Access Technology***         7,223         7,223         7,223         0           Common densitier***         520         520         520         0           Demons densitier***         520         520         34,762         34,762         0           Extinated Monthly Costs         2,897						-		
Common identifier***         520         520         0           Test with Reserved Readming Advanced Readming Advan			3,240	5,240	U	<u>^</u>		
Jobs         Jobs         Jobs         Jobs           Total Infrastructure Memory         34,762 <td< td=""><td>Access Technology***</td><td>7,223</td><td>7,223</td><td>7,223</td><td>0</td><td></td></td<>	Access Technology***	7,223	7,223	7,223	0			
Based on FY 2016-17-Utility Charges         \$ 4,762         34,762         2,897           Total Infrastructure to Be Allocated to AUCC Ops: \$ 34,761.81           AUCC Infrastructure Budget Lake Isabella AUCC KIM's Network of Affiliate AUCCS           Cost Category/Line Item         Cost Category/Line Item           Rental Of Facilities         Based on FY 2016-17 (Nea & Main Charged)         \$ 7,135           Other:         Rental Cost Subtotals:         \$ 7,135           Utilities & Maintenance         Utilities Admintenance           Utilities Admintenance         S 3,100           Utilities Admintenance         Utilities & Maintenance           Utilities Admintenance         S 3,2474           Depense (Langlines)         Based on FY 2016-17-Utility Charges         \$ 4,846           Media Corn High-Speed Internet         Based on Cry 2016-17-Utility Charges         \$ 3,100           Depense (Langlines)         Based on Cry 2016-17-Utility Charges         \$ 4,846           Contract (Janitorial)         Deventy Management Fees estimated         \$ 2,050           Contract (Janitorial) <td <<="" colspan="2" td=""><td>Common Identifier****</td><td>520</td><td>520</td><td>520</td><td>0</td><td></td></td>	<td>Common Identifier****</td> <td>520</td> <td>520</td> <td>520</td> <td>0</td> <td></td>		Common Identifier****	520	520	520	0	
Extimated Monthly Costs       2,897       2,897       2,897         Total Infrastructure to Be Allocated to ALCC Ops:       \$ 34,761.81         ALCE Infrastructure Budget Lake Isabella ALCC KIM's Network of Affiliate ALCCs         Cost Category/Line Item       Cost Category/Line Item       Cost Category/Line Item         Line Item Cost Detail       Cost         Rental Of Facilities       Based on FY 2016-17 (more nucleaged)       \$ 7,135         Cost Category/Line Item       Based on FY 2016-17-Utility Charges       \$ 4,846         Willities       Based on FY 2016-17-Communication Charges       \$ 3,100         Telephone (Landlines)       Based on FY 2016-17-Communication Charges       \$ 4,242         Utilities & Maintenance       \$ 3,200         Utilities & Maintenance Cost Subtotals:       \$ 10,50         Common Equipment       Property Management Fese estimated       \$ 2,000         Utilities & Maintenance Cost Subtotals:       \$ 10,50         Computers       A sneed of Dr AUCC Ops       \$ 2,520         As needed for AUCC Shared Ops       \$ 3,600		34,762	34,762	34,762	0			
AJCC Infrastructure Budget Lake Isabella AJCC KIM's Network of Affilipitate AJCCs Cost Category/Line Item Line Item Cost Detail Cost RENT Bental of Facilities Based on FV 2016-17 (Im06 / RenClarges) \$ 7,135 Other: \$ 7,135 Utilities Based on FV 2016-17-Utility Charges \$ 7,135 Utilities & Maintenance Utilities Based on FV 2016-17-Utility Charges \$ 4,846 Media Com High-Speed Internet Based on FV 2016-17-Communication Charges \$ 4,846 Adedia Com High-Speed Internet Based on FV 2016-17-Communication Charges \$ 4,224 Other: Property Management Fees estimated \$ 2,000 Utilities & Maintenance Cost Subtotals \$ 16,644 Other: Property Management Fees estimated \$ 2,000 Utilities & Maintenance Cost Subtotals \$ 16,644 Second Utilities & Maintenance Cost Subtotals \$ 16,644 Copiers Annual Rental Estimates for AJCC Ops \$ 2,520 AJCC Computers As needed for AJCC Shared Ops \$ 3,600 Utilities As needed for AJCC Shared Ops \$ 3,600 Utilities As needed for AJCC Shared Ops \$ 5,000 AJCC Computers As needed for AJCC Shared Ops \$ 5,000 Copiers Computers As needed for AJCC Shared Ops \$ 5,000 Common Costs for ALL AJCC Based on Location From All AJCC Costs \$ 7,223 Common Identifier Costs (Local Option, If Agreed To By All Colocated Partens) Common Identifier Costs (Local Option, If Agreed To By All Colocated Partens) Common Identifier Costs (Local Option, If Agreed To By All Colocated Partens) Common Identifier Costs (Local Option, If Agreed To By All Colocated Partens) Common Identifier Costs (Local Option, If Agreed To By All Colocated Partens) Common Identifier Costs (Local Option, Jf Agreed To By All Colocated Partens) Common Identifier Costs (Local Option, Jf Agreed To By All Colocated Partens) Common Identifier Costs (Local Option, Jf Agreed To By All Colocated Parten	Extimated Monthly Costs	2,897	2.897	2,897		$\vdash$		
Lake isabella AJCCs           Cost Category/Line Item         Line Item Cost Detail         Cost           Rental of Facilities         Based on FY 2016-17 (mote A rest Octages)         \$             7,135 <t< td=""><td></td><td></td><td>Total Infrastructure to Be Allocated to</td><td>AJCC Ops:</td><td>\$ 34,761.81</td><td></td></t<>			Total Infrastructure to Be Allocated to	AJCC Ops:	\$ 34,761.81			
Cost Category/Line Item         Line Item Cost Detail         Cost           RENT         Image: Cost Category/Line Item         \$ 7,135           Rental of Facilities         Based on FY 2016-17 (1968 2/60 Charges)         \$ 7,135           Other:         \$ 7,135         \$ 7,135           Utilities & Maintenance         \$ 2,000           Utilities & Maintenance Cost Subtotals:         \$ 10,564           Equipment         Property Management Fees estimated         \$ 2,000           Utilities & Maintenance Cost Subtotals:         \$ 1,050           Copiers         Annual Rental Estimates for AJCC Ops         \$ 2,520           Fax Machines         As needed for AJCC Shared Ops         \$ 3,600           Derest of AJCC Computers         As needed for AJCC Shared Ops         \$ 3,600           Com	10.00	2	AJCC Infrastructure Budget Lake Isabella AJCC					
Rental of Facilities       Based on FY 2016-17 ( <i>INER&amp; 2000</i> , <i>Dages</i> )       \$         7,135         Other:       \$		ine item			Cost			
Other:       \$       -         Rental Cost Subtotals:       \$       -         Rental Cost Subtotals:       \$       -         Rental Cost Subtotals:       \$       -         Utilities & Based on FY 2016-17-Utility Charges       \$       4,846         Media Com High-Speed Internet       Based on FY 2016-17-Communication Charges       \$       2,247         Telephone (Landlines)       Based on Current charges       \$       2,240         Other:       Property Management Fees estimated       \$       2,000         Utilities & Maintenance Cost Subtotals:       \$       16,644         Equipment       Property Management Fees estimated       \$       2,000         Utilities & Maintenance Cost Subtotals:       \$       16,644         Equipment       PCS, Scanners, & other       \$       1,050         Copiers       Annual Rental Estimates for AJCC Ops       \$       3,600         Licensing for AJCC Computers       As needed for AJCC Shared Ops       \$       3,600         Other:       Value with New Equipment       \$       8,890         Value with New Equipment       \$       3,240         Marketing/Outreach Technology to Facillitate Access to the AJCC (see COMMON AJCC Costs)								
Rental Cost Subtotalis       \$       7,135         Utilities & Maintenance       Utilities       Based on FY 2016-17-Utility Charges       \$       4,846         Media Com High-Speed Internet       Based on FY 2016-17-Communication Charges       \$       3,100         Telephone (Landlines)       Based on FY 2016-17-Communication Charges       \$       2,474         Facility Maint. Contract (Janitorial)       Based on current charges       \$       4,224         Other:       Property Management Fees estimated       \$       2,000         Utilities & Maintenance Cost Subtotals:       \$       16,644         Equipment       PCs, Scanners, & other       \$       \$       2,520         Fax Machines       As needed for AJCC Shared Ops       \$       \$       5       5.00         AlCC Computers       As needed for AJCC Shared Ops       \$       \$       3,600         Utensing for AJCC Computers       As needed for AJCC Shared Ops       \$       \$       3,600         Other:       Value with New Equipment       \$       8,890         Orther:       Value with New Equipment       \$       3,240         Common Costs for ALL AICC       Based on Location From All AICC Costs       \$       7,223         Common Identifier Costs for       Ba			Based on FY 2016-17 (7650 & 7630 Charges)		7,135			
Utilities & Maintenance       Based on FY 2016-17-Utility Charges       \$ 4,846         Media Com High-Speed Internet       Based on FY 2016-17-Communication Charges       \$ 3,100         Telephone (Landlines)       Based on FY 2016-17-Communication Charges       \$ 2,474         Facility Maint. Contract (Janitorial)       Based on Current charges       \$ 4,224         Other:       Property Management Fees estimated       \$ 2,000         Utilities & Maintenance Cost Subtotals:       \$ 16,644         Equipment       PCs, Scanners, & other       \$ 1,050         Copiers       Annual Rental Estimates for AJCC Ops       \$ 2,520         Fax Machines       As needed for AJCC Shared Ops       \$ 3,600         Licersing for AJCC Computers       Office, A/V, SQL, etc       \$ 720         Value with New Equipment:       \$ 8,890       \$ 8,890         With "#" value of equipment is deleted in cost spread/Value without New Equipment;       \$ 3,240         Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSts or 5 7,223       \$ 7,223         Common Identifier Costs for       Based on Location From All AJCC Costs       \$ 7,223         Common Identifier Costs for       Based on Location From All AJCC Costs       \$ 520         Updating Electronic Resources       Estimated       In-house       \$ 220	Other:							
Utilities     Based on FY 2016-17-Utility Charges     \$     4,846       Media Com High-Speed Internet     Based on FY 2016-17-Communication Charges     \$     3,100       Telephone (Landlines)     Based on FY 2016-17-Communication Charges     \$     2,474       Facility Mjaint. Contract (Janitorial)     Based on current charges     \$     4,224       Other:     Property Management Fees estimated     \$     2,000       Utilities & Maintenance Cost Subtotals:     \$     16,644       Equipment     PCs, Scanners, & other     \$     1,050       Copiers     Annual Rental Estimates for AJCC Ops     \$     2,520       Fax Machines     As needed for AJCC Shared Ops     \$     3,600       Dicensing for AJCC Computers     Office, A/V, SQL, etc     \$     720       Dicensing for AJCC Charged Ops     \$     5,000       Other:     Value with New Equipment:     \$     8,890       Waith "#" value of equipment is deleted in cost spread/Value without New Equipment:     \$     3,240       Marketing/Outreach Technology to Facilitate Access to the AJCC Shee COMMON AJCC Costs     \$     7,223       Common Identifier Costs for     Based on Location From All AJCC Costs     \$     5,20       Common Identifier Costs for     Based on Location From All AJCC Costs     \$     5,20       SUDdat			Rental Cost Subtotals:	\$	7,135			
Media Com High-Speed Internet     Based on FY 2016-17-Communication Charges     \$ <ul> <li>3,100</li> <li>Telephone (Landlines)</li> <li>Based on FY 2016-17-Communication Charges</li> <li>\$                  2,474</li> <li>Based on FY 2016-17-Communication Charges</li> <li>\$                  4,224</li> <li>Based on Evrent Charges</li> <li>\$                  4,224</li> <li>Based on Evrent Charges</li> <li>\$                  1,6644</li> <li>Equipment</li> <li>Property Management Fees estimated</li> <li>\$                  1,6644</li> <li>Equipment</li> <li>Prostandard Estimates for AJCC Ops</li> <li>\$                  1,050</li> <li>Copiers</li> <li>Annual Rental Estimates for AJCC Shared Ops</li> <li>\$                  3,600</li> <li>Licensing for AJCC Computers</li> <li>As needed for AJCC Shared Ops</li> <li>\$                  5.000</li> <li>Other:</li> <li>Value with New Equipment:</li> <li>\$                  8,890</li> <li>(with "*" value of equipment is deleted in cost spread/Value without New Equipment:</li> <li>\$                  7,223</li> <li>Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)</li> </ul> <li>Common Identifier Costs (Local</li>	Utilities & Maintenan	ce						
Telephone (Landlines)       Based on FY 2016-17-Communication Charges       \$			Based on FY 2016-17-Utility Charges		4,846			
Facility Maint. Contract (Janitorial)       Based on current charges       \$ 4,224         Other:       Property Management Fees estimated       \$ 2,000         Utilities & Maintenance Cost Subtotals:       \$ 16,644         Equipment       PCs, Scanners, & other       \$ 1,050         Copiers       Annual Rental Estimates for AJCC Ops       \$ 2,520         Fax Machines       As needed for AJCC Shared Ops       \$ 3,600         Licensing for AJCC Computers       As needed for AJCC Shared Ops       \$ 3,600         Diffice, A/V, SQL, etc       \$ 720         Printers       As needed for AJCC Shared Ops       \$ 5,500         Other:       Value with New Equipment       \$ 8,890         Wwith "*" value of equipment is deleted in cost spread/Value without New Equipment       \$ 3,240         Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC Costs for 7,223       \$ 7,223         Common Costs for ALL AJCC       Based on Location From All AJCC Costs       \$ 7,223         Common Identifier Costs for       Based on Location From All AJCC Costs       \$ 520         Updating Electronic Resources       Estimated       In-house         Common Identifier Costs for       Based on Location From All AJCC Costs       \$ 7,135         Subtotal: Read Costs       \$ 7,135       \$ 520	the second se	the second s		1 C C	3,100			
Other:       Property Management Fees estimated       \$       2,000         Utilities & Maintenance Cost Subtotals:       \$       16,644         Equipment         Reception Equipment       PCs, Scanners, & other       \$       1,050         Copiers       Annual Rental Estimates for AJCC Ops       \$       2,520         Fax Machines       As needed for AJCC Shared Ops       \$       5.000         AJCC Computers       As needed for AJCC Shared Ops       \$       3,600         Licensing for AJCC Computers       Office, A/V, SQL, etc       \$       720         Printers       As needed for AJCC Shared Ops       \$       5.000         Other:       Value with New Equipment:       \$       8,890         (with "x" value of equipment is deleted in cost spread/Value without New Equipment       \$       8,240         Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)       \$       7,223         Common Identifier Costs for       Based on Location From All AJCC Costs       \$       7,223         Common Identifier Costs for       Based on Location From All AJCC Costs       \$       520         Updating Electronic Resources       Estimated       In-house       \$         Common Identifier Costs for					2,474			
Utilities & Maintenance Cost Subtotals:       \$ 16,644         Equipment         Pres, Scanners, & other       \$ 1,050         Copiers       Annual Rental Estimates for AJCC Ops       \$ 2,520         Fax Machines       As needed for AJCC Shared Ops       \$ 500         Annual Rental Estimates for AJCC Ops       \$ 2,520         Fax Machines       As needed for AJCC Shared Ops       \$ 500         AlcC Computers       \$ 3,600         Licensing for AJCC Computers       \$ 0ffice, A/V, SQL, etc       \$ 720         Printers       As needed for AJCC Shared Ops       \$ 500         Other:         Value with New Equipment:       \$ 8,890         Weith "x" value of equipment is deleted in cost spread/Value without New Equipment:       \$ 8,890         Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)         Common Costs for ALL AJCC       Based on Location From All AJCC Costs       \$ 7,223         Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)         Common Identifier Costs for       Based on Location From All AJCC Costs       \$ 520         SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED B		ct (Janitorial)						
Equipment       PCs, Scanners, & other       \$ 1,050         Reception Equipment       PCs, Scanners, & other       \$ 1,050         Copiers       Annual Rental Estimates for AJCC Ops       \$ 2,520         Fax Machines       As needed for AJCC Shared Ops       \$ 500         AICC Computers       As needed for AJCC Shared Ops       \$ 3,600         Licensing for AJCC Computers       Office, A/V, SQL, etc       \$ 720         Printers       As needed for AJCC Shared Ops       \$ 500         Other:       Value with New Equipment:       \$ 8,890         (with "x" value of equipment is deleted in cost spread)Value without New Equipment       \$ 8,890         (with "x" value of equipment is deleted in cost spread)Value without New Equipment       \$ 7,223         Common Costs for ALL AJCC       Based on Location From All AJCC Costs       \$ 7,223         Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)       \$ 7,223         Common Identifier Costs for       Based on Location From All AJCC Costs       \$ 520         Updating Electronic Resources       Estimated       In-house         Cost Cost Costs for       Based on Location From All AJCC Costs       \$ 520         SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS       \$ 7,135         Subtotal: Witlifites & Maintenance Costs <t< td=""><td>Other:</td><td></td><td></td><td></td><td>2,000</td><td></td></t<>	Other:				2,000			
Reception Equipment       PCs, Scanners, & other       \$ 1,050         Copiers       Annual Rental Estimates for AJCC Ops       \$ 2,520         Fax Machines       As needed for AJCC Shared Ops       \$ 500         AJCC Computers       As needed for AJCC Shared Ops       \$ 3,600         Licensing for AJCC Computers       Office, A/V, SQL, etc       \$ 720         Printers       As needed for AJCC Shared Ops       \$ 500         Other:       Value with New Equipment:       \$ 8,890         (with "x" value of equipment is deleted in cost spreat)/Value without New Equipment:       \$ 8,890         Common Costs for ALL AJCC       Based on Location From All AJCC Costs for Details)       \$ 7,223         Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)       \$ 7,223       \$ 7,223         Common Identifier Costs for       Based on Location From All AJCC Costs       \$ 520         Updating Electronic Resources       Estimated       In-house         Cost CATEGORY       TOTAL COST       \$ 7,335         Subtotal: Utilities & Maintenance Costs       \$ 7,135       \$ 3,240         Subtotal: Rental Costs       \$ 7,135       \$ 3,240			Utilities & Maintenance Cost Subtotals:	\$	16,644	_		
Copiers       Annual Rental Estimates for AJCC Ops       \$ 2,520         Fax Machines       As needed for AJCC Shared Ops       \$ 500         AJCC Computers       As needed for AJCC Shared Ops       \$ 3,600         Licensing for AJCC Computers       Office, A/V, SQL, etc       \$ 720         Printers       As needed for AJCC Shared Ops       \$ 500         Other:       Value with New Equipment:       \$ 8,890         (with "s" value of equipment is deleted in cost spread)Value without New Equipment \$ 3,240       \$ 7,223         Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)       \$ 7,223         Common Costs for ALL AJCC       Based on Location From All AJCC Costs       \$ 7,223         Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)       \$ 520         Common Identifier Costs for       Based on Location From All AJCC Costs       \$ 520         Updating Electronic Resources       Estimated       In-house         Cost CATEGORY       TOTAL COST TO BE SHARED BY COLOCATED PARTNERS         LAKE ISABELLA       \$ 7,135         Subtotal: Weithel Costs       \$ 7,135         Subtotal: Weitheles & Maintenance Costs       \$ 16,644         Subtotal: Technology to Facilitate Access Costs       \$ 7,223	Equipment							
Fax Machines       As needed for AJCC Shared Ops       \$ 500         AJCC Computers       As needed for AJCC Shared Ops       \$ 3,600         Licensing for AJCC Computers       Office, A/V, SQL, etc       \$ 720         Printers       As needed for AJCC Shared Ops       \$ 500         Other:       Value with New Equipment:       \$ 8,890         (with "a" value of equipment is deleted in cost spread)Value without New Equipment       \$ 3,240         Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)       \$ 7,223         Common Costs for ALL AJCC       Based on Location From All AJCC Costs       \$ 7,223         Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)       \$ 520         Common Identifier Costs for       Based on Location From All AJCC Costs       \$ 520         Updating Electronic Resources       Estimated       In-house         Common Identifier Subtotal:       \$ 520         SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS       \$ 520         Subtotal: Rental Costs       \$ 7,135         Subtotal: Rental Costs       \$ 7,135         Subtotal: Rental Costs       \$ 3,240         Subtotal: Technology to Facilitate Access Costs       \$ 7,223	<b>Reception Equipment</b>		PCs, Scanners, & other	\$	1,050	-•Val		
AJCC Computers As needed for AJCC Shared Ops \$ 3,600 Licensing for AJCC Computers Office, A/V, SQL, etc \$ 720 Printers As needed for AJCC Shared Ops \$ 500 Other: Value with New Equipment: \$ 8,890 (with "x" value of equipment is deleted in cost spread) Value without New Equipment \$ 3,240 Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details) Common Costs for ALL AJCC Based on Location From All AJCC Costs \$ 7,223 Marketing/Outreach Subtotal: \$ 7,223 Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners) Common Identifier Costs for Based on Location From All AJCC Costs \$ 520 Updating Electronic Resources Estimated In-house Common Identifier Subtotal: \$ 520 SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS LAKE ISABELLA COST CATEGORY TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS Subtotal: Rental Costs \$ 7,135 Subtotal: Rental Costs \$ 7,135 Subtotal: Rental Costs \$ 3,240	Copiers		Annual Rental Estimates for AJCC Ops	\$	2,520			
Licensing for AJCC Computers Office, A/V, SQL, etc \$ 720 Printers As needed for AJCC Shared Ops \$ 500 Other: Value with New Equipment: \$ 8,890 (with "*" value of equipment is deleted in cost spread)Value without New Equipment \$ 3,240 Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details) Common Costs for ALL AJCC Based on Location From All AJCC Costs \$ 7,223 Marketing/Outreach Subtotal: \$ 7,223 Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners) Common Identifier Costs for Based on Location From All AJCC Costs \$ 520 Updating Electronic Resources Estimated In-house Common Identifier Subtotal: \$ 520 SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS LAKE ISABELLA COST CATEGORY TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS LAKE ISABELLA COST CATEGORY \$ 7,135 Subtotal: Rental Costs \$ 16,644 Subtotal: Rental Costs \$ 3,240 Subtotal: Technology to Facilitate Access Costs \$ 3,240	Fax Machines		As needed for AJCC Shared Ops	\$	500			
Printers       As needed for AJCC Shared Ops       \$ 500         Other:       Value with New Equipment:       \$ 8,890         with "w" value of equipment is deleted in cost spread)Value without New Equipment       \$ 3,240         Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)       3,240         Common Costs for ALL AJCC       Based on Location From All AJCC Costs       \$ 7,223         Common Identifier Costs (Local Option, if Agreed To By All Colocated Partners)       7,223         Common Identifier Costs for       Based on Location From All AJCC Costs       \$ 520         Updating Electronic Resources       Estimated       In-house         Common Identifier Subtotal:       \$ 520         SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS       \$ 520         LAKE ISABELLA       TOTAL COST         COST CATEGORY       TOTAL COST         Subtotal: Rental Costs       \$ 7,135         Subtotal: Rental Costs       \$ 7,135         Subtotal: Utilities & Maintenance Costs       \$ 3,240         Subtotal: Technology to Facilitate Access Costs       \$ 7,223	AJCC Computers		As needed for AJCC Shared Ops	\$	3,600	++Val		
Printers       As needed for AJCC Shared Ops       \$ 500         Other:       Value with New Equipment:       \$ 8,890         with "x" value of equipment is deleted in cost spread)Value without New Equipment       \$ 3,240         Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)       3,240         Common Costs for ALL AJCC       Based on Location From All AJCC Costs       \$ 7,223         Common Identifier Costs (Local Option, if Agreed To By All Colocated Partners)       7,223         Common Identifier Costs for       Based on Location From All AJCC Costs       \$ 520         Updating Electronic Resources       Estimated       In-house         Common Identifier Subtotal:       \$ 520         SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS       \$ 520         LAKE ISABELLA       TOTAL COST         COST CATEGORY       TOTAL COST         Subtotal: Rental Costs       \$ 7,135         Subtotal: Rental Costs       \$ 7,135         Subtotal: Rental Costs       \$ 3,240         Subtotal: Technology to Facilitate Access Costs       \$ 7,223	Licensing for AJCC Con	nputers	Office, A/V, SQL, etc	Ś	720			
Other:       Value with New Equipment:       \$ 8,890         (with "x" value of equipment is deleted in cost spread)Value without New Equipment       \$ 3,240         Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)       \$ 7,223         Common Costs for ALL AJCC       Based on Location From All AJCC Costs       \$ 7,223         Marketing/Outreach Subtotal:       \$ 7,223         Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)       \$ 7,223         Common Identifier Costs for       Based on Location From All AJCC Costs       \$ 520         Updating Electronic Resources       Estimated       In-house         COST CATEGORY       TOTAL COST       \$ 7,135         Subtotal: Rental Costs       \$ 16,644         Subtotal: Rental Costs       \$ 3,240         Subtotal: Technology to Facilitate Access Costs       \$ 7,233		-				*•Val		
Value with New Equipment: \$ 8,890         (with "x" value of equipment is deleted in cost spread)Value without New Equipment \$ 3,240         Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)         Common Costs for ALL AJCC         Based on Location From All AJCC Costs         Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)         Common Identifier Costs for         Based on Location From All AJCC Costs         Support         Common Identifier Costs for         Based on Location From All AJCC Costs         Common Identifier Costs for         Based on Location From All AJCC Costs         Common Identifier Subtotal:         Common Identifier Subtotal:         Common Identifier Subtotal:         Support         Common Identifier Subtotal:         Support         Common Identifier Subtotal:         Common Identifier Subtotal:         Support         Common Identifier Subtotal:         Support         Common Identifier Subtotal:         Support				~		VBI		
(with "*" value of equipment is deleted in cost spread/Value without New Equipment       \$ 3,240         Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)         Common Costs for ALL AJCC       Based on Location From All AJCC Costs       \$ 7,223         Marketing/Outreach Subtotal:       \$ 7,223         Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)         Common Identifier Costs for       Based on Location From All AJCC Costs       \$ 520         Updating Electronic Resources       Estimated       In-house         Common Identifier Subtotal:       \$ 520         SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS         LAKE ISABELLA         COST CATEGORY       TOTAL COST         Subtotal: Rental Costs       \$ 7,135         Subtotal: Rental Costs       \$ 16,644         Subtotal: Equipment Costs       \$ 3,240         Subtotal: Equipment Costs       \$ 3,240         Subtotal: Technology to Facilitate Access Costs       \$ 7,223			Value with New Equipment:	Ś	8,890			
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)         Common Costs for ALL AJCC       Based on Location From All AJCC Costs       \$ 7,223         Marketing/Outreach Subtotal:       \$ 7,223         Marketing/Outreach Subtotal:       \$ 7,223         Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)         Common Identifier Costs for       Based on Location From All AJCC Costs       \$ 520         Updating Electronic Resources       Estimated       In-house         Common Identifier Subtotal:       \$ 520         SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS         LAKE ISABELLA         COST CATEGORY       TOTAL COST         Subtotal: Rental Costs       \$ 7,135         Subtotal: Rental Costs       \$ 7,135       \$ 16,644         Subtotal: Equipment Costs       \$ 3,240         Subtotal: Technology to Facilitate Access Costs       \$ 7,223		(						
Common Costs for ALL AJCC       Based on Location From All AJCC Costs       \$ 7,223         Marketing/Outreach Subtotal:       \$ 7,223         Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)         Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)         Common Identifier Costs for       Based on Location From All AJCC Costs       \$ 520         Updating Electronic Resources       \$ 520         Common Identifier Subtotal:       \$ 520         Common Identifier Subtotal:       \$ 520         Common Identifier Subtotal:       \$ 520         SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS         LAKE ISABELLA         COTTAL COST         Subtotal: Rental Costs       \$ 7,135         Subtotal: Rental Costs       \$ 7,135         Subtotal: Utilities & Maintenance Costs       \$ 3,240         Subtotal: Equipment Costs       \$ 7,223         Subtotal: Technology to Facilitate Access Costs       \$ 7,223	Marketing/Outreach			-				
Marketing/Outreach Subtotal:       \$       7,223         Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)         Common Identifier Costs for       Based on Location From All AJCC Costs       \$       520         Updating Electronic Resources       Estimated       In-house         Common Identifier Subtotal:       \$       520         SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS         LAKE ISABELLA         COST CATEGORY       TOTAL COST         Subtotal: Rental Costs       \$       7,135         Subtotal: Rental Costs       \$       16,644         Subtotal: Equipment Costs       \$       3,240         Subtotal: Technology to Facilitate Access Costs       \$       7,223				Ś	7 223	T		
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)         Common Identifier Costs for       Based on Location From All AJCC Costs       \$ 520         Updating Electronic Resources       Estimated       In-house         Common Identifier Subtotal: \$ 520         Common Identifier Subtotal: \$ 520         Common Identifier Subtotal: \$ 520         SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS         LAKE ISABELLA         COST CATEGORY         TOTAL COST         Subtotal: Rental Costs       \$ 7,135         Subtotal: Rental Costs       \$ 16,644         Subtotal: Equipment Costs       \$ 3,240         Subtotal: Technology to Facilitate Access Costs       \$ 7,223		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						
Common Identifier Costs for       Based on Location From All AJCC Costs       \$ 520         Updating Electronic Resources       Estimated       In-house         Common Identifier Subtotal: \$ 520         SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS         LAKE ISABELLA         COST CATEGORY         TOTAL COST         Subtotal: Rental Costs         \$ 7,135         Subtotal: Utilities & Maintenance Costs         \$ 16,644         Subtotal: Equipment Costs         \$ 3,240         \$ 7,223	Common Identifier Co	osts (Local Onti		-	1,223			
Updating Electronic Resources     Estimated     In-house       Common Identifier Subtotal:     \$ 520       SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS     In-house       LAKE ISABELLA     TOTAL COST       COST CATEGORY     \$ 7,135       Subtotal: Rental Costs     \$ 16,644       Subtotal: Utilities & Maintenance Costs     \$ 3,240       Subtotal: Technology to Facilitate Access Costs     \$ 7,223				ć	E20			
Common Identifier Subtotal: \$ 520         SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS         LAKE ISABELLA         COST CATEGORY       TOTAL COST         Subtotal: Rental Costs       \$ 7,135         Subtotal: Utilities & Maintenance Costs       \$ 16,644         Subtotal: Equipment Costs       \$ 3,240         Subtotal: Technology to Facilitate Access Costs       \$ 7,223						-		
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS LAKE ISABELLA COST CATEGORY Subtotal: Rental Costs Subtotal: Utilities & Maintenance Costs Subtotal: Utilities & Maintenance Costs Subtotal: Technology to Facilitate Access Costs Subtotal: Subtotal: Technology to Facilitate Access Costs Subtotal: Subt	opuaring electronic ne	esources						
LAKE ISABELLA COST CATEGORY TOTAL COST Subtotal: Rental Costs \$ 7,135 Subtotal: Utilities & Maintenance Costs \$ 16,644 Subtotal: Equipment Costs \$ 3,240 Subtotal: Technology to Facilitate Access Costs \$ 7,223		INCRACTOURT		Ý	520	-		
COST CATEGORY     TOTAL COST       Subtotal: Rental Costs     \$ 7,135       Subtotal: Utilities & Maintenance Costs     \$ 16,644       Subtotal: Equipment Costs     \$ 3,240       Subtotal: Technology to Facilitate Access Costs     \$ 7,223		INFRASIRUCI	UNE COSTS TO BE SMAKED BY COLUCATED PARTNERS			-		
Subtotal: Rental Costs       \$ 7,135         Subtotal: Utilities & Maintenance Costs       \$ 16,644         Subtotal: Equipment Costs       \$ 3,240         Subtotal: Technology to Facilitate Access Costs       \$ 7,223				TOT	AL COST	-		
Subtotal: Utilities & Maintenance Costs     \$     16,644       Subtotal: Equipment Costs     \$     3,240       Subtotal: Technology to Facilitate Access Costs     \$     7,223	Subtotal: Rental Cost			Ş	7,135			
Subtotal: Technology to Facilitate Access Costs \$ 7,223			osts	\$	16,644			
					3,240			
Subtotal: Common Identifier Costs   \$ 520			ccess Costs		7,223			
	Subtotal: Common Id	entifier Costs			520 34,762			

EXHIBIT "O"

	Third-Part	LAMONT8300 Segrue y In-Kind Infrastructure Contributions to Support the AJCC As Whole			
	initia i di di	Contributors			
				Balance to	-
Cost Categories	Total Cost	ETR	Value	Allocate	
lent	1,902	1,902	1,902	0	
Jtilities/Maintenance	782	782	782	0	
quipment**	4,932	4.932	4,932	0	X
Access Technology***	21	-	<u>a</u>	0	
Common Identifier***	-			0	-
fotals with Total Partner Allocations					-
& Remaining Allocation Amt	7,616	7,616	7,616	0	
Extimated Monthly Costs	635	635	635		
		Total Infrastructure to Be Allocated to	AJCC Ops:	\$ 7,616.00	
		AJCC Infrastructure Budget Lamont AJCC KIM's Network of Affiliate AJCCs			
Cost Category/I RENT	Line Item	Line Item Cost Detail		Cost	
Rental of Facilities	1	No Charge (Expenses shown are from FY 2016-17 7650, 6970 & 6973 rent expense allocation)	\$	1,902	
Other:		INO CITALBE Texpenses shown are from PT 2010-17 7050, 6970 & 0975 fem expense anotation)	\$	1,502	-
other.		Rental Cost Subtotals:	Ś	1,902	
Utilities & Maintenar	100	Kental Cost Subtotals.	<i>y</i>	1,502	
Utilities	ice	Included above	\$		
Media Com High-Speed Internet		Included above	Ş		
Telephone (Landlines)		Based on FY 2016-17-Communication Charges	\$	782	
	lity Maint. Contract (Janitorial) Included above \$		2		
Security		Included above	\$ -		
Other:			\$		
1		Utilities & Maintenance Cost Subtotals:	\$	782	
Equipment					
Reception Equipment	t	PCs, Scanners, & other	\$	2,000	••va
Copiers		Annual Rental Estimates for AJCC Ops	\$	2,000	
Fax Machines		As needed for AJCC Shared Ops	\$	500	
AJCC Computers		As needed for AJCC Shared Ops	\$	2,700	*•va
Licensing for AJCC Co	mputers	Office, A/V, SQL, etc	\$	432	
Printers		As needed for AJCC Shared Ops	\$	950	••va
Other:					
		Value with New Equipment:		8,582	
		with "x" value of equipment is deleted in cost spread) Value without New Equipment	\$	4,932	
		Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)			_
Common Costs for AL	LAJCC	Based on Location From All AJCC Costs			
		Marketing/Outreach Subtotal:	\$		
	1	on, If Agreed To By All Colocated Partners)	-		
Common Identifie		Based on Location From All AJCC Costs		h	
Jpdating Electronic R	esources	Estimated	In-house		-
		Common Identifier Subtotal:	\$		
	INFRASTRUCT	URE COSTS TO BE SHARED BY COLOCATED PARTNERS			
AMONT COST CATEGORY			TOT	AL COST	-
Subtotal: Rental Cost	ts		\$	1,902	
Subtotal: Utilities & N	Maintenance Co	osts	Ş	782	-
Subtotal: Equipment			Ş	4,932	
Subtotal: Technology	/ to Facilitate A dentifier Costs	CCESS LOSTS	\$ \$	-	-
untotal. Common k					

EXHIBIT "P"

	Third-Part	MOJAVE2300 Highway 58 y In-Kind Infrastructure Contributions to Support the AJCC As Whole			
		Contributors			
		Contributors		Balance to	
Cost Categories	Total Cost	ETR	Value	Allocate	
Rent	1,389	1,389	1,389	0	
Itilities/Maintenance Other Ops *	1,551	1,551	1,551	0	
Equipment**	5,872	5,872	5,872	0	x
Access Technology***			2		
				0	<u> </u>
Common Identifier****		•		0	-
& Remaining Allocation Amt	8,812	8,812	8,812	0	
Extimated Monthly Costs	734	734	734		
		Total Infrastructure to Be Allocated to Colocated	Partners:	\$ 8,812.00	
		AJCC Infrastructure Budget Mojave AJCC KIM's Network of Affiliate AJCCs			
Cost Category/	Line Item	Line Item Cost Detail		Cost	
RENT					
Rental of Facilities		No Charge (Expenses shown are from FY 2016-17 7650,6970,6973,7001 expense allocation)	\$	1,389	
Other:			\$	-	
		Rental Cost Subtotals:	\$	1,389	
<b>Jtilities &amp; Maintena</b>	nce				
Utilities		Included above	\$	-	
Media Com High-Spe		Included above	\$		
Telephone (Landline:	·	Based on FY 2016-17-Communication Charges	\$	1,551	
Facility Maint. Contra	act (Janitorial)	Included above	\$ -		-
Security Other:		Included above	\$ \$	×	
Juliel.		Utilities & Maintenance Cost Subtotals:	Ś	1,551	
Equipment		ounites à maintenance cost subtotais.	-	1,551	-
Reception Equipment	+	PCs, Scanners, & other	\$	2,000	••va
Assistive technology 1		Navigator System	s	5,500	**Va
Copiers	Ior marvid dats	As needed for AJCC Shared Ops	Ś	2,000	
Fax Machines		As needed for AJCC Shared Ops	\$	500	
AJCC Computers		As needed for AJCC Shared Ops	\$	11,700	**Va
Licensing for AJCC Co	moutors	Office, A/V, SQL, etc	\$	1.872	- Va
Printers	Inputers	As needed for AJCC Shared Ops	\$ \$	2,250	**Va
		As fielded for AJCC Shared Ops	Ş	2,230	- va
Other:		Malua with Maus Pavia and	Ś	35.033	
		Value with New Equipment:		25,822	-
		with "x" value of equipment is deleted in cost spread) Value without New Equipment	Ş	5,872	_
		Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)			-
Common Costs for AL	LAJUC	Based on Location From All AJCC Costs	*	_	
		Marketing/Outreach Subtotal:	>		-
		on, If Agreed To By All Colocated Partners)			
Common Identifie		Based on Location From All AJCC Costs Estimated	ln.	house	-
Jpdating Electronic R	(esources	Common Identifier Subtotal:	Ś	nouse	
			<b>\$</b>		-
OMMARY OF TOTAL	INFRASTRUCT	URE COSTS TO BE SHARED BY COLOCATED PARTNERS			
COST CATEGORY			TOT	AL COST	-
Subtotal: Rental Cos	ts		\$	1,389	
Subtotal: Utilities & I		osts	\$	1,551	
Subtotal: Equipment		core Corte	Ş	5,872	-
	I to Englishes A				
Subtotal: Technology Subtotal: Common lo		ccess costs	ş		-

EXHIBIT "Q"

		MONO COUNTY				
		WALKER				1
		Contributors				
Cont Catalogue	Tabal Cash				Balance to	
Cost Categories	Total Cost 9,380	ETR 4,690	DHS 4,690	Value 9,380	Allocate	
tilities/Maintenance					U	
other Ops	5,124	2,562	2,562	5,124	0	v
quipment	3,173	3,173		3,173	0	X
ccess Technology					0	_
ommon Identifier otals with Total Partner Allocations	3,000	3,000		3,000	0	
& Remaining Allocation Amt	20,677	13,425	7,252	20,677	0	
Extimated Monthly Costs	1,723	1,119	604	1,723		
			to Be Allocated to Colocated	Partners:	\$ 20,677.00	
		AJCC Infrastructure Budge	at .			
		Walker AJCC KIM's Network of Affiliate A	JCCs			
Cost Category/	Line Item	Line Item Cost De			Cost	
RENT Rental of Facilities				ć	0.340	
		Annual Rent Annual Rental C	oct	\$	8,340	-
Storage Facility Other:		Annual Kental C	051	\$	1,040	
			Rental Courts Franklin		-	
	and the		Rental Cost Subtotals:	\$	9,380	\$ %
Utilities & Maintena Liberty Utilities	ALCC .	E00/ Calify side D	ЦС	\$	1,820	
Amerigas		50% Split with DHS 50% Split wit			638	
elephone (Landline	s)			\$ 2,110		-
PO Box	<i>*</i>	50% Split with D		\$	116	
Alarm System		50% Split with DHSTyco A	larm Service	\$	440	
Other:		1.500			-	
		Utilities & M	aintenance Cost Subtotals:	\$	5,124	
quipment	-		201	Ś	1.040	
Technology Equipme A/C Units	int	PCs, Monitors, L		\$	1,040	**Value
Copier Charges		For Center Cooli For AJCC	ng	\$	3,173	Value
ax Machines		For AJCC		\$	743	
Other:		Resource Room Office Furnish	nings & Supplies	Ś	1,612	
			alue with New Equipment:		7,160	
	(with "x	value of equipment is deleted in cost spread) Valu	the second s		3,173	
Marketing/Outreach		tate Access to the AJCC (See COMM				
No identifiable costs						
vo identifiable costs				\$		
				\$		
Common Identifier C	osts (Local Option, I	f Agreed To By All Colocated Partne	(5)			
Signage	- X- L-	Walker Signage		\$	3,000	
		G	ommon Identifier Subtotal:	\$	3,000	
UMMARY OF TOTAL	INFRASTRUCTURE	COSTS TO BE SHARED BY COLOCATE	D PARTNERS			
Valker						
COST CATEGORY					AL COST	
ubtotal: Rental Cos				\$	9,380	
ubtotal: Utilities & I ubtotal: Equipment				\$	5,124 3,173	
	y to Facilitate Access	Costs		\$		
Subtotal: Common l				\$	3,000	
			FOR THIS AJCC/NETWORK:	s	20,677	i

Ann AICC Equipment is valued at Cost provided by Mono County. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "R"

		MONO COUNTY				_
		MAMMOTH LAKES				
		Contributors				
Cost Categories	Total Cost	ETR	DHS	Value	Balance to Allocate	
Rent	248,880	12,444	236,436	248,880	0	÷
Jtilities/Maintenance						
Other Ops	1,416				0	x
quipment		1,416	•	1,416		^
Access Technology	-			•	0	
Common Identifier			•	÷	0	
& Remaining Allocation Amt	250,296	13,860	236,436	250,296	0	
Extimated Monthly Costs	20,858	1,155	19,703	20,858		
		Total Infrastructure	to Be Allocated to Colocate	d Partners:	\$ 250,296.00	-
Cost Category/	Line Item	AJCC Infrastructure Budge Mammoth AJCC KIM's Network of Affiliate A Line Item Cost De	ICCs		Cost	
RENT						
Rental of Facilities 5% of Annual Rent paid by DHS				\$	12,444	
Other:						-
			Rental Cost Subtotals:	\$	12,444	
Utilities & Maintena	nce					
Included in Rent Costs				Ş	1.61	
Other:						
ST N		Utilities & M	aintenance Cost Subtotals:	\$	10-	
Equipment						
AJCC Furnishings		Resource Room Office Furnish		\$ 1,416		
AJCC Computers & Pr	rinters	Computers, Printers	s, UPS	\$	2,007	**Valu
Other:						
			alue with New Equipment:		3,423	
		vith "x" value of equipment is deleted in cost spread)Valu		\$	1,416	
Marketing/Outreach	Technology to	Facilitate Access to the AJCC (See COMM	ON AJCC COSTS for Details)			-
No identifiable costs						
				\$	-	
				\$		-
Common Identifier C	osts (Local Opti	on, If Agreed To By All Colocated Partner	rs)			
No identifiable costs						
				\$		
		Co	ommon Identifier Subtotal:	\$	e:	
SUMMARY OF TOTAL	LINFRASTRUCT	URE COSTS TO BE SHARED BY COLOCATE	D PARTNERS			-
Mammoth Lakes						
COST CATEGORY					AL COST	
Subtotal: Rental Cos				\$	12,444	
Subtotal: Utilities & I		osts		Ş	1 410	-
Subtotal: Equipment Subtotal: Technolog		cross Costs		\$ \$	1,416	-
	y to Facilitate A					-
Subtotal: Common l	dentifier Costs			\$		

\*\*\* AJCC Equipment is valued at Cost provided by Mono County, Replacement schedule is to be determined, Costs are shown/not shown for understanding of Infrastructure Costs

EXHIBIT "S"

		INYC	COUNTY						
		INDE	PENDENCE				12		
			Contributors				18		
		County Mental WIOA Health Social Services				Balance to			
Cost Categories	Total Cost	WIOA	Health	Value	Allocate				
Durat .	Equal Share	1%	4%	95%	1	0	-		
Rent Utilities/Maintenance			61,769	65,020	0	<u> </u>			
Other Ops *	22,874	2,281	22	20,571	22,874				
Equipment**	525	525	-	-	525	X			
Access Technology***					-				
Common Identifier****	s		14 M	2	-	0			
Totals with Total Partner Allocations & Remaining Allocation Amt	88,419	3,456	2,623	82,340	88,419	0			
Extimated Monthly Costs	7,368	288	219	6,862	7,368				
		Total Infrastru	icture to Be Alloc	ated to Colocate	d Partners:	\$ 88,419.00			
		AJCC Infras	structure Budget						
			ndependence AJ						
Cost Category/I	ine Item	Lir	ne Item Cost Deta	11	1	Cost			
RENT Rental of Facilities			Annual		\$	65,020			
			Annual		\$ -				
Other:			Pont		65,020				
Utilities & Maintenar			Kenta	al Cost Subtotals:	3	05,020			
Utilities for Inyo		Costs s	upplied by Inyo (	County	\$	20,239			
General Operating &	A87 Costs		upplied by Inyo (	\$					
Alarm System			upplied by Inyo (	\$	2,075 560				
			es & Maintenanc		22,874				
Equipment		ulfu si shi s							
Printer		Costs s	upplied by Inyo (	\$	1,000	**Value			
Furnishings		Costs supplied by Inyo County			\$	325			
AJCC Computers	1		upplied by Inyo (	\$	4,000	**Value			
Card Scanner			Purchased by ETR	\$	200	1			
A-87 Other Costs for V	VIOA	Costs s			1				
				New Equipment:	\$	5,525			
(wit	h "x" value of equipmen	t is deleted in cost spre		New Equipment		525	-		
Marketing/Outreach						etails)	-		
No identifiable costs					\$	-			
				2659.5	\$				
Common Identifier C	osts (Local Optio	n, If Agreed To E	By All Colocated I						
No identifiable costs					\$	-			
			Common Id	entifier Subtotal:	\$	-			
SUMMARY OF TOTAL	INFRASTRUCTU	RE COSTS TO BE	SHARED BY COL	OCATED PARTNE	RS				
Bishop									
COST CATEGORY						AL COST	-		
Subtotal: Rental Cost		+*	_		\$	65,020 22,874			
Subtotal: Utilities & N Subtotal: Equipment		ls .			\$ \$	22,874			
Subtotal: Technology		ess Costs	_		\$	- 525	-		
Subtotal: Common lo	lentifier Costs				\$	-			
		RASTRUCTURE							

^^^ AJCC Equipment is valued at Cost provided by Inyo County. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "T"

	Third-Par	ty In-Kind Infrastructure Contributions to Support the AJCC As Whole			
		Contributors		and the	
				Balance to	-
Cost Categories	Total Cost	ETR	Value	Allocate	
Rent Utilities/Maintenance	58,056	58,056	58,056	0	_
Other Ops *	105,440	105,440	105,440	0	
Equipment**	6,700	6,700	6,700	0	X
Access Technology***	1,825	1,825	1,825		
Common Identifier****				0	-
Fotals with Total Partner Allocations	131	131	131	0	
& Remaining Allocation Amt	172,152	172,152	172,152	0	
Extimated Monthly Costs	14,346	14,346	14,346	0	
		Total Infrastructure to Be Allocated to	AJCC Ops:	\$ 172,152.17	
Cost Category/L	ine item	AJCC Infrastructure Budget Back-to-Work Center AJCC KIM's Network of Affiliate (Specialized) AJCCs Line Item Cost Detail		Cost	
RENT	ine nem	Line Rein Cost Detail		2031	
Rental of Facilities		\$3,663+\$1,175 MonthyAnnualized	\$	58,056	
Other:			\$		
		Rental Cost Subtotals:		58,056	
Utilities & Maintenan	ICP.			30,000	
Utilities		Billed Monthly by Landlord	\$	22,000	-
Brighthouse		Communication Link	Ś	11,000	
Telephone (Landlines	)	Based upon Communication Charges for FY2016-17	\$	8,957	-
Facility Maint. Contract (Janitorial)		Based on current charges	\$ 10,04		
Security (Monitoring)	et partitorial)	Based upon Tel-Tec's current Price Agreement	\$	1.440	
Security Contract		As needed for AJCC Ops	\$	50,000	
Other:				2,000	1
		Utilities & Maintenance Cost Subtotals:	\$ \$	105,440	11
Equipment	101				
Reception Equipment		PCs & other	\$	2,000	۲·۰Va
Assistive technology for individuals		Navigator System	\$	5,500	**va
Copiers		Annual Rental Estimates for AJCC Shared Ops	\$	4,000	- Va
Fax Machines			\$	4,000	••va
		As needed for AJCC Ops			
AJCC Computers		As needed for AJCC Ops	\$	10,800	**Va
Licensing for AJCC Computers		Office, A/V, SQL, etc			
Printers		As needed for AJCC Ops	\$	1,500	
Other:					
		Value with New Equipment:	\$	27,000	u.
		(with "x" value of equipment is deleted in cost spread) Value without New Equipment	\$	6,700	
Marketing/Outreach	Technology to	Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)			
Common Costs for ALI	LAJCC	Based on Location From All AJCC Costs	\$	1,825	
		Marketing/Outreach Subtotal:	\$	1,825	
Common Identifier Co	osts (Local Opti	on, If Agreed To By All Colocated Partners)			
Common Identifie		Based on Location From All AJCC Costs	Ś	131	
Updating Electronic Resources		Estimated	In-house		
1		Common Identifier Subtotal:	\$	131	
	INFRASTRUCT	URE COSTS TO BE SHARED BY COLOCATED PARTNERS	A		
BTWC			707	AL COST	
COST CATEGORY Subtotal: Rental Cost			200	AL COST 58,056	
Subtotal: Rental Cost Subtotal: Utilities & N		nsts	\$	105,440	
Subtotal: Equipment			Ś	6,700	
Subtotal: Technology		ccess Costs	\$	1,825	
			Ś	131	
Subtotal: Common Id	lentifier Costs		-	191	

EXHIBIT "U"

Cost Categories Rent Utilities/Maintenance Other Ops * Equipment **	Total Cost	701 Truxtun Ave Contributors				
Rent Jtilities/Maintenance Dther Ops *	Total Cost	contributors			1	
Rent Jtilities/Maintenance Dther Ops *	Total Cost			Balance to	-	
Jtilities/Maintenance Other Ops *	Total Cool	ETR	Value	Allocate		
Other Ops *	10,200	10,200	10,200	0		
	55,920	55,920	55,920	0		
	16,100	16,100	16,100	0	X	
Access Technology***	5,075				-	
		5,075	5,075	0	-	
Common Identifier**** Totals with Total Partner Allocations	366	366	366	0	-	
& Remaining Allocation Amt	87,660	87,660	87,660	0		
Extimated Monthly Costs	7,305	7,305	7,305	0		
		Total Infrastructure to Be Allocated to	AJCC Ops:	\$ 87,660.48		
		AJCC Infrastructure Budget EPIC @ THE BEALE				
Cost Category/Lir	ne ltem	KIM's Network of Affiliate (Specialized) AJCCs Line Item Cost Detail		Cost	-	
RENT		Line Kein Cost Detan		0031		
Rental of Facilities		MOU with Library	\$	10,200		
Other:			Ś	-		
		Rental Cost Subtotals:		10,200		
Utilities & Maintenanc	e					
Utilities		Included in Rent	\$		-	
Brighthouse		Communication Link				
Telephone (Landlines)		Estimated	\$	8,000		
Facility Maint. (Janitorial)		Included in Rent	\$	<u> </u>		
ecurity (Monitoring)		Estimated	\$	720		
Security Contract		As needed for Center Ops	\$	35,000		
Other:		Property Management Fees	\$	2,000		
		Utilities & Maintenance Cost Subtotals:	\$	55,920		
Equipment	والمرجع والمستعد					
Reception Equipment		PCs & other	\$	2,000	++Va	
Assistive technology for	r individuals	Navigator System	\$ 5,5			
Copiers		Estimated Rental	\$ 5,800			
Fax Machines		As needed for Ops	\$	500	••va	
AJCC Computers	Computers As needed for Ops		\$	11,700	**Va	
Licensing for AJCC Com	puters	Office, A/V, SQL, etc	ffice, A/V, SQL, etc \$ 4,5			
Printers		As needed for AJCC Ops	\$ 1,50			
Other:						
		Value with New Equipment:	\$	31,500		
and the second se		(with "x" value of equipment is deleted in cost spread) Value without New Equipment	\$	16,100		
Marketing/Outreach T	echnology to I	Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)				
Common Costs for ALL	AJCC	Based on Location From All AJCC Costs	\$	5,075		
		Marketing/Outreach Subtotal:		5,075		
Common Identifier Co	sts (Local Opti	on, If Agreed To By All Colocated Partners)				
Common Identifier		Based on Location From All AJCC Costs	\$	366	-	
pdating Electronic Resources Estimated		<ul> <li>Set a construction of a constructio</li></ul>	In	-house		
		Common Identifier Subtotal:	\$	366		
SUMMARY OF TOTAL II	NFRASTRUCT	URE COSTS TO BE SHARED BY COLOCATED PARTNERS				
COST CATEGORY			TOT	AL COST	-	
Subtotal: Rental Costs			\$	10,200	1	
Subtotal: Utilities & Ma	aintenance Co	sts	\$	55,920		
Subtotal: Equipment C			\$	16,100		
Subtotal: Technology t	and the second s	ccess Costs	\$	5,075		
	ntifier Costs		\$	366		

EXHIBIT "V"

OILDALE EQUIPMENT COSTS Reception/Lobby						Fotal Item Cost	
			\$	\$ 15,808.20		127,515.60	Y if Lease
2	PC for FOB	ETR	\$	1,305.83	\$	2,611.66	
2	Monitor for FOB	ETR	\$	289.99	\$	579.98	
1	FOB	ETR	\$	246.93	\$	246.93	
1	Copier	ETR	\$	3,864.00	\$	3,864.00	Y
Resource R	loom						
27	PCs	ETR	\$	1,305.83	\$	35,257.41	
27	Monitors	ETR	\$	289.99	\$	7,829.73	
1	HP Printer	ETR	\$	949.99	\$	949.99	
1	Fax	ETR	\$	500.00	\$	500.00	
1	Copier	ETR	\$	3,864.00	\$	3,864.00	Y
Classroom	#1						
20	PCs	ETR	\$	1,305.83	\$	26,116.60	
20	Monitors	ETR	\$	289.99	\$	5,799.80	
Classroom	#2						
25	PCs	ETR	\$	1,305.83	\$	32,645.75	
25	Monitors	ETR	\$	289.99	\$	7,249.75	

EXHIBIT "X"

TAFT				Total Item Cost	
EQUIPM	ENT COSTS		\$ 8,752.56	\$ 10,348.38	Y if Leased
Reception/	/Lobby	_			
1	PC for FOB	DHS	\$ 1,305.83	\$ 1,305.83	
1	Monitor for FOB	DHS	\$ 289.99	\$ 289.99	
1	FOB	DHS	\$ 246.93	\$ 246.93	
Resource R	loom				
2	PCs	ETR	\$ 1,305.83	\$ 2,611.66	
2	Monitors	ETR	\$ 289.99	\$ 579.98	
1	HP Printer	ETR	\$ 949.99	\$ 949.99	
1	Fax	DHS	\$ 500.00	\$ 500.00	
1	Copier	DHS	\$ 3,864.00	\$ 3,864.00	Y

EXHIBIT "Y"

SHAFTER EQUIPMENT COSTS					Т	otal Item Cost	
			\$ 8,752.56		\$ 16,731.66		Y if Leased
Reception/	Lobby						
1	PC for FOB	DHS	\$	1,305.83	\$	1,305.83	
1	Monitor for FOB	DHS	\$	289.99	\$	289.99	
1	FOB	DHS	\$	246.93	\$	246.93	
Resource R	oom				_		
6	PCs	ETR	\$	1,305.83	\$	7,834.98	
6	Monitors	ETR	\$	289.99	\$	1,739.94	
1	HP Printer	ETR	\$	949.99	\$	949.99	
1	Fax	DHS	\$	500.00	\$	500.00	
1	Copier	DHS	\$	3,864.00	\$	3,864.00	Y

EXHIBIT "Z"

LAKE ISABELLA EQUIPMENT COSTS					T	otal Item Cost	
		\$	8,752.56	\$ 13,540.02		Y if Leased	
Reception	/Lobby						
1	PC for FOB	ETR	\$	1,305.83	\$	1,305.83	
1	Monitor for FOB	ETR	\$	289.99	\$	289.99	
1	FOB	ETR	\$	246.93	\$	246.93	
Resource R	Room						
4	PCs	ETR	\$	1,305.83	\$	5,223.32	
4	Monitors	ETR	\$	289.99	\$	1,159.96	
1	HP Printer	ETR	\$	949.99	\$	949.99	
1	Fax	ETR	\$	500.00	\$	500.00	
1	Copier	ETR	\$	3,864.00	\$	3,864.00	Y

EXHIBIT "AA"

LAMONT EQUIPMENT COSTS				Т	otal Item Cost	
			\$ 10,058.39	\$ 14,555.86		Y if Leased
Reception/	(Lobby					
1	PC for FOB	DHS	\$ 1,305.83	\$	1,305.83	
1	Monitor for FOB	DHS	\$ 289.99	\$	289.99	
1	FOB	DHS	\$ 246.93	\$	246.93	
2	PCs for AJCC Reception	DHS	\$ 1,305.83	\$	2,611.66	
<b>Resource</b> R	oom					
3	PCs	DHS	\$ 1,305.83	\$	3,917.49	
3	Monitors	DHS	\$ 289.99	\$	869.97	
1	Cannon Printer	DHS	\$ 949.99	\$	949.99	
1	Fax	DHS	\$ 500.00	\$	500.00	
1	Copier	DHS	\$ 3,864.00	\$	3,864.00	Y

EXHIBIT "BB"

<b>MOJAVE</b> EQUIPMENT COSTS				Total Item Cost	
			\$ 10,348.38	\$ 29,498.22	Y if Leased
Reception/	Lobby				
2	PC for FOB	DHS	\$ 1,305.83	\$ 2,611.66	
2	Monitor for FOB	DHS	\$ 289.99	\$ 579.98	
1	FOB	DHS	\$ 246.93	\$ 246.93	
Resource R	oom				
2	PCs	ETR	\$ 1,305.83	\$ 2,611.66	
11	PCs	DHS	\$ 1,305.83	\$ 14,364.13	
2	Monitors	ETR	\$ 289.99	\$ 579.98	
11	Monitors	DHS	\$ 289.99	\$ 3,189.89	
1	HP Printer	DHS	\$ 949.99	\$ 949.99	
1	Fax	DHS	\$ 500.00	\$ 500.00	
1	Copier	DHS	\$ 3,864.00	\$ 3,864.00	Y

R

EXHIBIT "CC"

BACK	K-TO-WORK C	ENTER			Т	otal Item Cost	
EQUIPMENT COSTS				9,702.55	\$ 24,064.93		Y if Leased
Reception/	/Lobby						
2	PC	ETR	\$	1,305.83	\$	2,611.66	
2	Monitor	ETR	\$	289.99	\$	579.98	
1	FOB	ETR	\$	246.93	\$	246.93	
1 HP Printer		ETR	\$	949.99	\$	949.99	
Resource R	oom						
9	PCs	ETR	\$	1,305.83	\$	11,752.47	
9	Monitors	ETR	\$	289.99	\$	2,609.91	
1	HP Printer	ETR	\$	949.99	\$	949.99	
1	Fax	ETR	\$	500.00	\$	500.00	
1	Copier	ETR	Ś	3,864.00	Ś	3,864.00	Y

Exhibit "DD"

EPIC				Total Item Cost	
EQUIPMENT COSTS			\$ 11,958.99	\$ 32,339.95	Y if Leased
Reception/	/Lobby				
5	PC for FOB	ETR	\$ 950.00	\$ 4,750.00	
5	Monitor for FOB	ETR	\$ 289.99	\$ 1,449.95	
1	Copier Rental	ETR	\$ 5,800.00	\$ 5,800.00	Y
Resource R	oom				
10	PCs	ETR	\$ 900.00	\$ 9,000.00	
10	Monitors	ETR	\$ 219.00	\$ 2,190.00	
2	Disability Table Monitors	ETR	\$ 300.00	\$ 600.00	
2	Disability Table CPUs	ETR	\$ 1,100.00	\$ 2,200.00	
3	Laptops	ETR	\$ 1,300.00	\$ 3,900.00	-
2	HP Printer	ETR	\$ 650.00	\$ 1,300.00	
3	Mobile Printers	ETR	\$ 350.00	\$ 1,050.00	
1	FaxData Card	ETR	\$ 100.00	\$ 100.00	

A OF					For Clerk's Use Only: AGENDA NUMBER
		BOARD	<b>REQUEST FORM</b> OF SUPERVISORS NTY OF INYO		23
CILIFORNIA	□Consent Hearing	Departmental	Correspondence Action	D Public	
	Scheduled 1	Fime for	Closed Session	🛛 Informati	onal
<b>FROM:</b> County	Administrator a	and Health and H	Iuman Services-Behavior	al Health Divisi	on

### FOR THE BOARD MEETING OF: June 4, 2019

### SUBJECT: Certification and Resolution to fill critically needed position with retired annuitant.

# DEPARTMENTAL RECOMMENDATION:

Request your Board pass a resolution requesting that CalPERS approve an exception to the 180 day wait period that is generally required between retirement and hiring a retired annuitant, in order to ensure that Dr. Jeanette Schneider is able to continuously provide critically needed psychiatry services for clients of Inyo County HHS – Behavioral Health.

### CAO RECOMMENDATION:

### SUMMARY DISCUSSION:

Inyo County is in the midst of a critical transition in fulfilling the need for psychiatry services within our community. Inyo County HHS has spent the last several years aggressively attempting to recruit an in-person psychiatrist, and has identified a promising candidate who has expressed interest in moving to Inyo County after completing his residency in June, 2020.

Our current psychiatrist, Dr. Schneider, has extended her retirement date on several occasions to ensure that the County continues to provide psychiatric services and to continue oversight of the Behavioral Health nurses to allow them to function at the top of their licenses. Having a psychiatrist allows Inyo County Behavioral Health to prescribe and adjust medications, order labs, and respond to crisis needs. Dr. Schneider has announced a final retirement date of July 8, 2019, and with the impending retirement of Dr. Schneider from her current position, we are in danger of losing our ability to provide these critical services.

With the approval of this resolution by your Board, we request that CalPERS allow an exemption from the six month waiting period for retired annuitants to be re-hired in a limited capacity to perform certain critical duties that cannot otherwise be fulfilled. After her July retirement date, Dr. Schneider will continue to provide services as the County Psychiatrist one office day per week as an APAR employee. This will ensure continuation of the critical services while allowing Dr. Schneider to move forward with her retirement and to reduce her hours in the clinic.

**ALTERNATIVES:** The Board could choose not to approve this resolution. This would result in a gap in the provision of inperson psychiatry services during this time of recruitment and limit the scope of practice of the Behavioral Health Nurses. Any other attempts to contract with a locum tenens as an alternative strategy would take the time necessary to negotiate a contract and would be more costly.

# **OTHER AGENCY INVOLVEMENT:**

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, jail, law enforcement, and primary health in addition to all other HHS divisions.

# FINANCING:

Behavioral Health MediCal and Realignment funds. This position is budgeted in the Mental Health Budget (045200). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: Date: 04/26/26/26
AUDITOR/CONTROLLER:	Accounting/Final Cet and Related ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved:
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board/Clerk.)  Approved: Date: 5/32/9

<b>DEPARTMENT HEAD SIGNATURE:</b> (Not to be signed until all approvals are received)	Log Dat	te: 5/	22/	19
N.	I an' Im Man	1		

#### **RESOLUTION NO. 2019-25**

#### A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, REQUESTING AN EXCEPTION TO THE 180 WAIT PERIOD REQUIREMENT FROM THE PUBLIC EMPLOYEES RETIREMENT BOARD.

WHEREAS, in compliance with Government Code section 7522.56 the County of Inyo Board of Supervisors must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, Dr. Jeanette Schneider will retire from County of Inyo ("County") in the position of Psychiatrist, effective July 8, 2019; and

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is January 11, 2020 without this certification resolution; and

WHEREAS, section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the County of Inyo does certify that Dr. Jeanette Schneider has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the County of Inyo hereby appoints Dr. Jeanette Schneider as a retired annuitant to perform the duties of Psychiatrist for the County of Inyo under Government Code Section 21224, effective July 9, 2019;

WHEREAS, no matter, issues, terms or conditions related to this employment and appointments have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties; and

WHEREAS, the maximum and minimum base salary for this position is \$13,698 for 96 hours of work per month, and the hourly equivalent is \$131.77; and

WHEREAS, the hourly rate paid to Dr. Jeanette Schneider will be \$131.77; and

WHEREAS, Dr. Jeanette Schneider has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate;

NOW, THEREFORE BE IT RESOLVED, that the County of Inyo hereby certifies the nature of the employment of Dr. Jeanette Schneider as described herein, and that this appointment is necessary to fill the critically needed position of Psychiatrist for the County of Inyo by July 9, 2019, to ensure the continued supervision of nursing staff and the continuation of psychiatric care for our behavioral health clients.

PASSED AND APPROVED this 4<sup>th</sup> day of June 2019, by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

Rick Pucci, Chairman of the Board

ATTEST: Clint G. Quilter Clerk of the Board of Supervisors

Darcy Ellis, Assistant Clerk of the Board of Supervisors



AGENDA REQUEST FORM BOARD OF SUPERVISORS COUNTY OF INYO



 □ Consent
 ■ Departmental
 □ Correspondence Action
 □ Public Hearing

 □ Scheduled Time for
 □ Closed Session
 □ Informational

# FROM: HEALTH & HUMAN SERVICES – FISCAL

# FOR THE BOARD MEETING OF: June 4, 2019

**SUBJECT:** Request the Board approve payments to Triple P America and approve a blanket purchase order in the amount of \$10,000.00.

## DEPARTMENTAL RECOMMENDATION:

Request your Board approve purchases during FY 18/19 from Triple P America in the amount of \$15,982.00; this includes a blanket purchase order in the amount of \$10,000 for the remainder of the fiscal year.

# CAO RECOMMENDATION:

## SUMMARY DISCUSSION:

County Purchasing Policy indicates that any department wide purchases from one vendor for over \$10,000 must be approved by the Board. HHS has 23 individual budgets that it oversees. We will be purchasing over \$10,000. in training registration and education supplies. We are respectfully requesting those prior purchases in the amount of \$5,982 be approved and authorize a blanket purchase order in the amount of \$10,000, which will bring the total costs to \$15,982, in order to recognize an additional \$10,000 for purchases through Triple P America.

In FY 2016/17, we contracted with Triple P America to provide local training to more than 10 Inyo agency partners with evidence-based Triple P (Positive Parenting Program) to create a network of providers across the county who are able to respond to parents with the same language and resources, referring them to the appropriate level of support. By investing in the communitywide capacity of so many organizations that serve Inyo children from birth to 18, we are hoping to build the necessary infrastructure for a program that the National Institutes of Health found significantly reduced child abuse and neglect in longitudinal study the State of North Carolina. Reducing parent stress, teaching positive behavior management skills, and improving parent child relationships are the core values of this Cognitive Behavioral Theory based curriculum.

We are replenishing our education supplies and paying for the registration for new partners to attend Triple P session outside of the county.

# ALTERNATIVES:

If you decide not to approve these costs, partners will not be trained in the program and we will not have the education supplies needed.

### **OTHER AGENCY INVOLVEMENT:**

None

### FINANCING:

100% State Funding. This contract will be budgeted in the First 5 Budget (643000) in Professional Services (5265) and Travel (5331). No County General Funds.

APPROVALS	
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)
Cho	Approved yes Date: 5/22/2019
<b>DEPARTMENT HEAD SI</b> (Not to be signed until all approva Date:	GNATURE: Mylanc for Marilyn Man Is are received)

A OF					For Clerk's Use Only: AGENDA NUMBER
OF TO TO TO		25			
	Consent	Departmental	Correspondence Action	Public Hearing	b,,
FORML	Scheduled	d Time for	Closed Session	Informational	

**FROM:** Clint G. Quilter, Clerk of the Board, County Administrator **BY:** Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: June 4, 2019

SUBJECT: Approval of Board of Supervisors meeting minutes

**<u>DEPARTMENTAL RECOMMENDATION</u>**: Request Board approve the minutes from the regular Board of Supervisors meetings of May 21, 2019 and May 28, 2019.

<u>SUMMARY DISCUSSION</u>: 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, <u>www.inyocounty.us</u>.

#### ALTERNATIVES: N/A

#### OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received).

L 91 8

Date: 05-29-19

OF		FREEKS NOMBER
	AGENDA REQUEST FORM BOARD OF SUPERVISORS COUNTY OF INYO	26
GUIFORNI	Consent Departmental Correspondence Action Public	
3.2.	Hearing Scheduled Time for 10:30am Closed Session Informational	
FROM: +	EALTH & HUMAN SERVICES and PLANNING DEPARTMENT	

#### FOR THE BOARD MEETING OF: June 4, 2019

#### SUBJECT: Addressing Affordable Housing and Homelessness in Inyo County

#### DEPARTMENTAL RECOMMENDATION:

Request Board receive a workshop from HHS, Planning, and community partners that offers background on the issue of homelessness and affordable housing, discusses current efforts, provides an overview of the current options being considered and requests Board's direction in regards to these options.

## CAO RECOMMENDATION:

#### SUMMARY DISCUSSION:

On January 24, 2019, communities around the country conducted a point-in-time (PIT) count of their homeless populations. Federally mandated by the US Department of Housing and Urban Development, these estimates help local, state, and federal governments allocate resources and track progress toward the goal of ending homelessness.

Last year's count revealed that about 130,000 Californians were homeless—nearly a quarter of the national total. California's rate of homelessness was among the highest in the country. After rising significantly for many years, the number of homeless in California's urban centers appears to be leveling off. Here in Inyo County, however, we saw a 28% increase in homelessness over the past year – from 110 in 2018, to 141 in 2019.

Homelessness and housing is on the radar of policymakers this year. Governor Newsom's revised budget allocates a billion dollars to the issue – mostly in one-time grant funding for emergency homeless shelters and navigation centers. The budget also included a proposal that puts local governments who are not making headway on the issue of homelessness and affordable housing at risk of losing state funding for transportation.

The Inyo-Mono Advocates for Community Action (IMACA), Inyo County HHS, and the Inyo County Department of Planning have begun brainstorming together about how to take advantage of the coming state investment in homeless services and affordable housing, and ensure our community is proactively addressing housing issues. We will provide an overview of our current work to the board, and provide some policy options to explore. We seek the Board's guidance on moving forward to address affordable housing and homelessness in Inyo County.

#### ALTERNATIVES:

Your board could choose not to conduct a workshop or provide staff with direction concerning housing and homeless issues.

#### OTHER AGENCY INVOLVEMENT:

Inyo-Mono Advocates for Community Action (IMACA)

### FINANCING:

No funding is associated with this agenda item.

# DEPARTMENT HEAD SIGNATURE:\_

(Not to be signed until all approvals are received)

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL 469 South Mair Street Bishop, CA 93514 (760) 872-5150 (800) 735-2929 (TT/TDD) (800) 735-2922 (Voice)



File No.: 825.12965.15590

Inyo County Board of Supervisors P O Drawer N Independence, CA 93526

Dear Board of Supervisors:

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health or safety. The report is submitted on behalf of all designated employees of the Department of California Highway Patrol.

Sincerely, J. DOMINGUEZ, Captain Commander

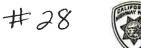
Enclosure

**Bishop** Area



Safety, Service, and Security

An Internationally Accredited Agency



STATE OF CALIFORNIA

•DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

HAZARDOUS						ROL NUMBER	R	COLLISION REPORT		
CHP 407E (Rev. 3		Refer to H	PM 84.2, Ch	apter 2	19-3239	)		Yes NUMBER 9825-2019-00141		No
HAZMAT CASUALTIES	NO EXPOSED/ DECONNED	NO. INJURED	NO. KILLED	CITY				JUDICIAL DISTRICT	PHOTOGRAPHS	
AGENCY PERSONNEL	- 0	0	0	Unincorpo	orated			Inyo Superior	Sgt R. Mor	
OTHERS	0	0	0	Inyo				NCIC 9825		ARDS DISPLAYED
INCIDENT DATE (MM/	-	INCIDENT	· · · · · · · · · · · · · · · · · · ·	TIME CALTRAN	NS/COUNTY	ROADS NOTI	FIED	TIME O.E.S. NOTIFIED	STATE HIGHWA	
05/19/2019		1525	HOURS	1536			HOURS	1849 н	OURS Yes	No <sup>-</sup>
INCIDENT OCCURRED	DON						RSECTION	MTH		
US-395						OR OR	South	of <b>1.6 mile south of</b>	Gill Station Co	iso Rd
MILEPOST INFORMAT	ION						DINATES 36.0227	'00° LONG	ITUDE -117.94069	0°
NAME (FIRST, MIDDLE	E, LAST)		DRIVER'S LICE	ENSE NUMBER	STATE	VEH, YEAR		Eono	LICENSE NUME	
Noe Gabriel So:	sa		B5773751		CA	1998	Freightl	iner	WP03808	CA
STREET ADDRESS						VEH, YEAR	MAKE		LICENSE NUME	ER STATE
10982 Sherman						2017	Hyunda	i	4PW1498	CA
CITY/STATE/ZIP CODE						VEH. YEAR	MAKE		LICENSE NUME	IER STATE
Adelanto		-								
HOME PHONE		BUSINESS				CARRIER N				
(626) 523-0995 HAZMAT IDENTIFICAT		Unknov				Sosas Ti REGISTERE				
						REGISTERE	DOWNER	SAME AS DRIVER		
On-site fire ser		Chem	arec n Control Ce	ntor						
Off-site fire ser			/ Data Sheet	nier		OWNER'S A	DDRESS	SAME AS DRIVER		
On-site non-fire			rds/Signs							
Off-site non-fire			ing papers			VEHICLE IDENTIFICATION NUMBER				
Computer soft				nse Guidebo	ok	2FUYD	SEB8WA	A906321		
Chemist			ference mate			VEHICLE TY	VEHICLE TYPE CA NUMBER			
🛛 Other Self						25	40		2294198	
CHEMICAL/TRADE NA	ME	UN NUMBER	DOT HAZARD CLASS	QUANTITY REI (LBS., GAL., ET		EXTENT OF		<b>1</b>	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
Diesel Fuel		1202	3	60 Gal		Outside			Liquid	Liquid
CONTAINER TYPE	1		1	APACITY (LBS,	GAL, ETC.)	CONTAINER			LEVEL OF CON	
Vehicular fuel ta		UN	100 gal	QUANTITY REL	ELOED	Aluminu EXTENT OF		inum alloys	Above grou	
CHEMICAL/TRADE NA	ME	NUMBER	CLASS	(LBS , GAL , ET		EXTENT OF	RELEASE		PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
CONTAINER TYPE			CONTAINER C	APACITY (LBS.,	GAL, ETC)	CONTAINER	MATERIAL		LEVEL OF CON	FAINER
PROPERTY USE			,I			SURROUNDING AREA			PROPERTY MAI	AGEMENT
State Highway						Open lar	nd		State	
RELEASE FACTORS						EQUIPMENT TYPE INVOLVED			HAZMAT CONFI	RMED
Collision/Overtu	urn								N You	🗌 No
CITATION ISSUED OR	COMPLAINT TO BE	FILED	PRIMARY CAU	SE OF INCIDEN	т	Vehicle fuel system     Yes     No       OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE)				
🗌 Yes 🗌 No	Not c	letermined	Violation	22350		🗌 Yes 🛛 No				
Other Code vio	lation					DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT?				
Other cause						🛛 Yes		IO WEATHER Hig	h wind	
	LINE THE FOL	LOWING C	N A CHP 55	6. INCLUDE	ADDITIO	ALCONST.		UU		
ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556. INCLUDE ADDITIO.         Sequence of events       Evacuation details         Clear				up actions		CHP On-so	ene Personnel (na			
🛛 Road closures 🛛 Environmental impact 🖾 Action				s of other a	agencies	number, fu	nction, exposure, h	ours)		
COMPLETE THE					5					
Incident Action			afety Plan		Propo	sition 65 Le	etters: Co	unty Health/County Board	of Supervisors	
DATE AND TIME SCEN	E DEGLARED SAFI		NAME, IITLE A	ND AGENCY)						
	HOURS	_	<u> </u>							
PREPARER'S NAME, R	ANK, AND ID NUME	BER		DATE		REVIEWER	S NAME, RAI	NK, AND ID NUMBER	DA	īΕ
R. Morin, Serge	R. Morin, Sergeant, 15590 05/20/2019									

#29

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL 469 South Main Street Bishop, CA 93514 (760) 872-5150 (800) 735-2929 (TT/TDD) (800) 735-2922 (Voice)

May 19, 2019

File No.: 825.12965.15590

Inyo County Board of Supervisors P O Drawer N Independence, CA 93526

Dear Board of Supervisors:

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health or safety. The report is submitted on behalf of all designated employees of the Department of California Highway Patrol.

Sincerely, J. DOMINGUEZ, Captain

Commander Bishop Area

Enclosure



HAZARDOUS MATERIALS INCIDENT REPORT							R	COLLISION REPORT						
CHP 407E (Rev. 3-15) OPI 062 Refer to HPM 84.2, Chapter 2 19-324.						i			Yes NUMBER 9825-2019		🗌 No			
HAZMAT CASUALTIES	HAZMAT CASUALTIES NO. EXPOSED/ NO. NO. CITY DECONNED INJURED KILLED								DICIAL DISTRICT	PHOTOGRAPHS BY NONE				
AGENCY PERSONNEL		0	0						yo Superior	Sgt. R. M				
OTHERS	0	0	0	1	COUNTY				NCIC HAZMAT P 9825 Yes			ACARDS DISPLAYED		
INCIDENT DATE (MM/D	-	INCIDENT T	-	Inyo TIME CALTRA	190 ME CALTRANS/COUNTY ROADS NOTIFIED			-	TIME O.E.S. NOTIFIED STATE HIGHWAY RELATED					
05/19/2019 1855 <sub>HOURS</sub> 1923						HOURS 2137			19 - S40A	X Yes		No		
INCIDENT OCCURRED ON														
US-395 Southbound							$\square$ or South of Lake Village Road (1.2 miles)							
MILEPOST INFORMATION						GPS COORDINATES           LATITUDE         36.167380°           LONGITUDE         -117.977870°								
NAME (FIRST, MIDDLE, LAST)			DRIVER'S LICENSE NUMBER STATE								STATE			
Hermilindo A. Morales			A7244882		CA	2013	Volvo			XP09159		CA		
STREET ADDRESS						VEH, YEAR					IBER	STATE		
9115 Elm Avenue						2015	Wabash	1 4RT				CA		
CITY/STATE/ZIP CODE					VEH, YEAR	MAKE			LICENSE NUM	IBER	STATE			
Fontana, CA 92335														
HOME PHONE	PHONE			CARRIER NAME										
(562) 208-0548 None					AA & JJ Trucking									
HAZMAT IDENTIFICATION SOURCES (CHECK ALL THAT APPLY)														
☑ On-site fire services     □ Chemtrec       □ Private info source     □ Poison Control Center						HR Logistics Inc.								
							OWNER'S ADDRESS SAME AS DRIVER							
Off-site fire services     Safety Data Sheet       On-site non-fire services     Placards/Signs						6899 Ginger Street, Fontana CA 92336								
Off-site non-fire services     Placards/Signs       Off-site non-fire services     Shipping papers						VEHICLE IDENTIFICATION NUMBER								
Computer software     Emergency Response Guidebook						4V4NC9TG3DN562126								
			ference material used			VEHICLE TYPE CA NUMBER			NUMBER	DOT NUMBER				
Other						25	31	27	6053					
		UN NUMBER				EXTENT OF RELEASE			PHYSICAL PHYSICAL STATE STATE STORED RELEASED					
Dieserruci		1202	3 10 gallons			Outside vehicle				Liquid Liquid				
			CONTAINER CAPACITY (LBS., GAL., ETC.)			CONTAINER MATERIAL				LEVEL OF CONTAINER				
Vehicular fuel tank CHEMICAL/TRADE NAME		100 gallons				Aluminum/Alumi			m alloys	Above ground				
		UN NUMBER	DOT HAZARD CLASS QUANTITY REL (LBS., GAL., E7			EXTENT OF RELEASE				PHYSICAL STATE STOR	STATE STORED RELEASED			
CONTAINER TYPE			CONTAINER C	APACITY (LBS.,	GAL, ETC.)	CONTAINER	RMATERIAL	_		LEVEL OF CC		R		
PROPERTY/VICE														
PROPERTY USE						SURROUNDING AREA				PROPERTY MANAGEMENT				
State Highway						Open land				State				
RELEASE FACTORS Collision/Overturn						EQUIPMENT TYPE INVOLVED			D	HAZMAT CONFIRMED				
						Vehicle fuel system				X Yes		🗌 No		
CITATION ISSUED OR COMPLAINT TO BE FILED PRIMARY CAU				SE OF INCIDEN	Т	OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-C.			IALS VIOLATIONS (NON-CAUSAT	IVE)				
□ Yes					Yes 🛛 No									
Other Code violation						DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT?								
Other cause						Yes No WEATHER High wind								
ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556. INCLUDE ADDITIONA							JAL INFORMATION AS NECESSARY)							
Sequence of events Sequence of events Clean					up actions CHP On-scene Personnel (name, rank, ID									
☑ Road closures ☑ Environmental impact ☑ Actions						s of other agencies number, function, exposure, hours)								
COMPLETE THE FOLLOWING														
☐ Incident Action Plan								tion 65 Letters: County Health/County Board of Supervisors						
DATE AND TIME SCENE DECLARED SAFE BY WHOM (NAME, TITLE AND AGENCY)														
HOURS Pending														
PREPARER'S NAME, RANK, AND ID NUMBER			DATE		REVIEWER'S NAME		S NAME, RAI	NK, A	ND ID NUMBER	[[	DATE			
Sergeant Rich Morin, ID 15590			05/20/2019											
05/20/2019														