



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. (2) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (3) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

REGULAR MEETING

April 29, 2025
8:30 A.M.

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

CLOSED SESSION

- 2) **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1)** – Name of case: *Lisa Kay Sanders v. City of Bishop, County of Inyo et. al.* (Case No. 25UC71944).
- 3) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich.

OPEN SESSION

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

- 10 A.M.**
- 4) Pledge of Allegiance**
 - 5) Report on Closed Session as Required by Law**
 - 6) Introductions** - The following new employees will be introduced to the Board:
 - Assessor: Isaiah Lopez, Appraiser
 - County Counsel: Stacey Simon, retired annuitant
 - HHS: Joshua Vega, Program Supervisor
 - Sheriff: Jorge Fierro Vazquez, Sheriff Deputy-Trainee
 - 7) Public Comment**
Comments may be time-limited
 - 8) County Department Reports**

CONSENT AGENDA

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

- 9) Approval of Minutes from the April 15, 2025 Board of Supervisors Meeting**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Approve the minutes from the regular Board of Supervisors meeting of April 15, 2025.
- 10) Appointment to the Tecopa Cemetery District Board of Trustees**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Appoint Ms. Ally Few to an unexpired four-year term on the Tecopa Cemetery District Board of Trustees, ending February 22, 2026.
- 11) Broadband Technical Assistance Design Contract with Onward**
County Administrator | Scott Armstrong

Recommended Action:
Approve the agreement between the County of Inyo and Inyo Networks, Inc., d.b.a. Onward of Rancho Cucamonga, CA, for the provision of last-mile network designs in an amount not to exceed \$93,500 for the period of April 29, 2025, through September 30, 2025, and authorize the Chairperson to sign.

12) Appoint Three Members to the Emergency Medical Care Committee

Health & Human Services - EMCC | Anna Scott

Recommended Action:

Appoint or reappoint the following individuals to two-year terms on the Inyo County Emergency Medical Care Committee (EMCC) ending December 31, 2026: Billy Eichenbaum to represent Southern Inyo Fire Protection District; Jacinda Thomsen to represent Northern Inyo Healthcare District; and Chief Carl Bursell to represent Lone Pine Volunteer Fire Department.

13) Mono County Eastern Sierra Area Agency on Aging Contract

Health & Human Services - ESAAA | Anna Scott

Recommended Action:

Ratify and approve the contract with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County eligible residents, in the total, not-to-exceed amount of \$1,000,000 for the period of July 1, 2024 through June 30, 2025, and negotiable for a maximum of two additional one-year periods, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

14) Approval of Eastern Sierra Area Agency on Aging FY 2025-2026 Area Plan Update

Health & Human Services - ESAAA | Morningstar Willis-Wagoner

Recommended Action:

- A) Approve the Eastern Sierra Area Agency on Aging (ESAAA) 2025-2026 Area Plan Update;
- B) Set minimum percentages for the Supportive Services subcategory as recommended by the ESAAA Advisory Council at 50% for Access category-Transportation, 10% for Legal Services, and 5% for In-home Services; and
- C) Authorize the Chairperson and HHS Director to sign the required Transmittal Letter.

15) Amendment No. 4 of the Contract between County of Inyo and Roux Associates, Inc. (Andy Zdon) for the Provision of Consulting Services

Planning Department - Yucca Mountain Oversight | Cathreen Richards

Recommended Action:

- A) Approve Amendment No. 4 to the contract between the County of Inyo and Roux Associates Inc. (Andy Zdon) to amend:
 - Section 2 – Term, to July 1, 2021 through June 30, 2026;
 - Term to July 1, 2021 - June 30, 2026 on Attachments A-E as applicable;
 - Section 3 - CONSIDERATION at Subsection D - Limit payable under Agreement. Shall not exceed \$95,000;
 - The "not to exceed" amount to be \$95,000 on Attachments A-E as applicable; and
 - Attachment D – Insurance Requirements; and
- B) Authorize the Chairperson to sign.

16) Notice of Completion for the Lone Pine Taxiway A Resurfacing Project

Public Works | Ashley Helms

Recommended Action:

Approve Resolution No. 2025-13, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Lone Pine Airport Taxiway A Resurfacing Project," and authorize the Chairperson to sign.

17) Appointment to the Southern Inyo Airport Advisory Committee

Public Works | Ashley Helms

Recommended Action:

Appoint Ms. Lynne Bunn to an unexpired term as an alternate voting member on the Southern Inyo Airport Advisory Committee, ending on June 1, 2027.

18) Donation from the Eastern Sierra Disc Golf Club to Add Additional Baskets to Millpond Park

Public Works | Jorge Briceno

Recommended Action:

Pursuant to Inyo County Code Section 6.26.020, accept a donation of disc golf baskets and a pallet of concrete from the Eastern Sierra Disc Golf Club on behalf of the County.

19) Mendenhall Park Playground: Plans and Specifications

Public Works | Jorge Briceno

Recommended Action:

Approve the plans and specifications for the Mendenhall Park Revitalization Project and authorize the Public Works Director to advertise the project.

20) Approval of Purchase of Land Mobile Radios for the Sheriff's Office

County Administrator - Information Services | Noam Shendar

Recommended Action:

Authorize a purchase order in an amount not to exceed \$210,000.00, payable to BlackPoint LLC of Gardnerville, NV, for in-vehicle and handheld radios for the Sheriff's Office.

21) U.S. Department of Justice Patrick Leahy Bulletproof Vest Program Application 2025

Sheriff | Riannah Reade

Recommended Action:

Authorize the submittal of the U.S. Department of Justice Patrick Leahy Bulletproof Vest Program application for 2025.

22) Boating Safety and Enforcement Grant FY 2025-26

Sheriff | Lindsey Stine

Recommended Action:

Authorize the submittal of the Boating Safety and Enforcement Grant for Fiscal Year 2025-2026.

23) Owens Valley Groundwater Authority Executive Manager Contract Amendment No. 1

Water Department | Holly Alpert

Recommended Action:

A) Approve Amendment No. 1 of the Owens Valley Groundwater Authority (OVGA) contract for the provision of Executive Manager services in an amount not to exceed \$25,410 annually, and to remain in effect until terminated by any party with 30 days' notice; and B) Authorize the Chairperson to sign.

REGULAR AGENDA

24) Eastern Sierra Community Housing Presentation on the Silver Peaks Affordable Housing Project

County Administrator | Patricia Robertson
20 minutes

Recommended Action:

Receive presentation from Eastern Sierra Community Housing on the Silver Peaks Affordable Housing Project.

25) 2025-2026 Los Angeles Department of Water and Power Annual Operations Plan

Water Department | Holly Alpert
30 minutes (10 min. presentation/20 min. discussion)

Recommended Action: Receive a presentation and Inyo County comment on the draft 2025-2026 Los Angeles Department of Water and Power Annual Operations Plan and provide direction to staff as appropriate.

11 A.M. 26) Workshop with the Inyo County Water Commission on Los Angeles Department of Water & Power Draft 2025-2026 Annual Operations Plan

Water Department | Holly Alpert
1 hour

Recommended Action:

Conduct a workshop with the Inyo County Water Commission to discuss Owens Valley conditions and the LADWP Annual Operations Plan.

27) Inyo/Mono Counties Agriculture Department Overview

Agricultural Commissioner | Nathan Reade
1 hour (45 min presentation, 15 minutes discussion)

Recommended Action:

- A) Conduct workshop on the various functions housed within the Inyo/Mono Agriculture Department as well as an overview of the financial aspects of the department; and
- B) Provide any follow-up direction to staff as necessary.

28) Proposed Salary and Benefit Adjustments for Elected Officials

County Administrator - Personnel | Keri Oney
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

- A) Waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Sub-sections 2.88.040(A) 2.88.040(B) 2.88.040(C) and 2.88.040(G), and Repealing Sub-section 2.88.040(H) of the Inyo County Code Regarding Certain Elected Official Salaries," and schedule enactment for May 13, 2025, in the Board of Supervisors Chambers, County Administrative Center, Independence; and
- B) Approve the update to the County of Inyo Elected Official Salary Adjustment Policy.

29) Proposed Benefit Update for Board of Supervisors

County Administrator - Personnel | Keri Oney
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

Waive further reading of the proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors, State of California Amending Section 2.01.040(H) of the Inyo County Code to Provide for a Change in Benefits for Members of the Board of Supervisors," and schedule enactment for May 13, 2025, in the Board of Supervisors Chambers, County Administrative Center, Independence.

30) Emergency Medical Services Update & Approval to Submit 2025 CARESTAR Transformations & Innovations Initiative Grant Proposal

Health & Human Services | Anna Scott, Nate Greenberg
30 minutes (10min. Presentation / 20min. Discussion)

Recommended Action:

Receive updates from staff on the current state of Emergency Medical Services (EMS), the Emergency Medical Care Committee, and request support for the submission of an application to CARESTAR as part of the 2025 Transformations & Innovations Initiative to support analysis of Inyo County's current EMS system.

ADDITIONAL PUBLIC COMMENT & REPORTS

31) Public Comment

Comments may be time-limited

32) Board Member and Staff Reports

Receive updates on recent or upcoming meetings and projects



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COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-260

Approval of Minutes from the April 15, 2025 Board of Supervisors Meeting

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of April 15, 2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may request changes or edits, or decline to approve but the latter option is not recommended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Hayley Carter
Darcy Israel

Created/Initiated - 4/16/2025
Final Approval - 4/17/2025

ATTACHMENTS:

1. Draft April 15 Minutes

MINUTES



County of Inyo Board of Supervisors

April 15, 2025

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:33 a.m., on April 15, 2025, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Scott Marcellin, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel.

*Closed Session
Public Comment*

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

Closed Session

Chairperson Marcellin recessed open session at 8:33 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: 127 W. Bush St., Lone Pine, CA 93545. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Meaghan McCamman, Denelle Carrington. Negotiating parties: Inyo County and New Coso Heritage Society, Inc. Under negotiation: price and terms of payment; and No. 3 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich.

Open Session

Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 10:01 a.m. with all Board members present.

Pledge of Allegiance

Supervisor Marcellin led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item Nos. 2 and 3 and said no action was taken during closed session that is required to be reported.

Employee Service Recognition Awards

The Board recognized the following employees who reached service milestones during the First Quarter of 2025, many of whom were in attendance to receive their commemorative pins:

- David Stottlemire, 10 years – Assessor
- Katy Bowlan, 5 years; and Jessie Wilkinson, 5 years – Health & Human Services
- Sarah Simpson, 15 years – Probation
- Chris Preter, 10 years; and Sergio Cruz-Hernandez, 5 years – Public Works
- Hayley Carter, 10 years – Administration
- Kimberly Geiger, 30 years; Chris Connolly, 20 years; and Cianni Martinez, 5 years – Sheriff.

Public Comment

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

**County Department
Reports**

Water Director Dr. Holly Alpert announced the completion of the season for the Saltcedar Program, as well as the end of the snow runoff year, and provided a brief report on precipitation data collected from recent snow surveys. Alpert said she expects to receive the 2025 Annual Operations Plan from the Los Angeles Department of Water & Power by April 20 at which time the County will have 10 days to respond. There will be upcoming opportunities for public input at the Water Commission meeting on April 28 and the Inyo County Board meeting on April 29.

Health and Human Services Director Anna Scott provided information on upcoming events for Child Abuse Awareness Month including the 2025 Resilience Symposium, being held at the Tallman Pavilion at the Tri-County Fairgrounds in Bishop on April 24; the annual memorial flag raising ceremony in observance of Children's Memorial Day, at the Clint Quilter Consolidated Office Building on April 25; and the "Superhero 5K Racing for Heroes" at Bishop Community Park on April 26. Scott also provided updates on the CARE Court Act Program.

Public Works Director Mike Errante provided updates on the Whitney Portal Road Culvert Repair Project and said it is projected to re-open by the end of next week.

**Clerk of the Board –
Approval of Minutes**

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the minutes from the regular Board of Supervisors meeting of April 8, 2025. Motion carried unanimously.

**HHS-Social Services –
FY 24-25 UC Davis
Contract Amendment
No. 1**

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Amendment No. 1 to the contract between the County of Inyo and Regents of the University of California for the provision of training services, increasing the contract to an amount not to exceed \$150,195.00, which is an increase of \$31,620, and authorize the Chairperson to sign. Motion carried unanimously.

**Planning Department –
Daniel B. Stephens,
and Associates, Inc.
Contract Amendment
No. 9**

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Amendment No. 9 to the contract between the County of Inyo and Daniel B. Stephens and Associates, Inc. for the provision of hydrological services, to amend all sections relating to the term of the agreement to be April 25, 2017 to April 25, 2026, contingent upon the Board's approval of the 2025-2026 Fiscal Year budget and authorize the Chairperson to sign. Motion carried unanimously.

**Planning Department-
Yucca Mountain
Oversight –
Hydrodynamics Group,
LLC Contract
Amendment No. 9**

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Amendment No. 9 to the sole-source contract between the County of Inyo and the Hydrodynamics Group (Hydrodynamics) to amend Section 2 – Term of the agreement to be July 1, 2016 through June 30, 2026, and amend the term to be July 1, 2016 through June 30, 2026 on Attachments A-E as applicable, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

**Public Works –
Temporary Lane
Closures**

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the temporary lane closure of Onion Valley Road just west of U.S. Highway 395 and East Market Street, to allow the US Cycling Event to hold the annual Cycling Event on Onion Valley Road and East Market Street on April 27, 2025. Motion carried unanimously.

**Public Works-Airports –
Bishop Airport Runway
12-30 Safety Area
Improvement Project**

Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

- A) Approve the plans and specifications for the Runway 12-30 Safety Area Improvement Project at the Bishop Airport;
- B) Authorize the Public Works Director to advertise and bid the project; and
- C) Authorize the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) Airport Improvement Project (AIP) funding Grant Agreement for the Runway 12-30 Safety Area Improvement Project at the Bishop Airport.

Motion carried unanimously.

**CAO-Information
Services –
Intention to Sell
County-Owned**

Moved by Supervisor Orrill and seconded by Supervisor Griffiths to:

- A) Approve Resolution No. 2025-11, titled, "A Resolution of the Inyo County Board of Supervisors Declaring Certain County-Owned Property Surplus, Determining its Value to Be Less \$500 and Declaring the Intention to Sell Via Private Sale," and

*Property/Resolution
No. 2025-11*

- authorize the Chairperson to sign;
B) Appoint and authorize Supervisor Griffiths to facilitate the sale of the surplus property; and
C) Direct staff to return to the Board for confirmation of the sale once effectuated.
Motion carried unanimously.

*CAO –
Business Resource
Center Operation
Presentation*

The Board received a presentation from Small Business Resource Center Director Meryl Picard, who provided updates on operations and explained the range of services and resources available to small businesses and local non-profit groups.

*County Counsel –
Mobile Vending
Permits/Resolution
No.2025-12*

Deputy CAO Meaghan McCamman briefly discussed the proposed fee schedule for mobile vending permits and answered Board member questions. McCamman explained that it is the County's intention to collect fees solely for the purpose of covering its bare-minimum costs and to continue to analyze those costs should adjustments need to be made.

Chairperson Marcellin opened a public hearing at 11:11 a.m. and with no one wishing to provide comment, closed the public hearing at 11:12 a.m.

Moved by Supervisor Orrill and seconded by Supervisor Roeser to approve Resolution No. 2025-12, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Creating a Fee Schedule for Mobile Vending Permits," and authorize the Chairperson to sign. Motion carried unanimously.

*CAO –
2025 Cal-Fire County
Coordinator Grant
Program Application*

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to direct staff to submit an application to the 2025 CalFire County Coordinator Grant Program. Motion carried unanimously.

Public Comment

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

*Board Member & Staff
Reports*

Supervisor Roeser said she attended an open house at the Blue Heron Farm, a Mule Days benefit gathering and barbeque, and meetings for the Resource Conservation District, Emergency Medical Care Committee, Buttermilk Working Group, Off-Highway Vehicle Working Group, the National Association of Counties Public Lands Committee, Fort Independence Long Range Transportation Planning Group, Bishop Creek Water Association, and the Rural County Representatives of California.

Supervisor Wadelton said he visited Death Valley and Sandy Valley, toured Inyo facilities in Tecopa and Charleston View, attended a Carson & Colorado train event at the Eastern California Museum and C&C fundraiser dinner at the Independence Legion Hall. Wadelton announced upcoming Fifth District events including the Keeler Swap Meet, Lone Pine Trout Derby, and Lone Pine Tribal Earth Day Celebration.

Supervisor Orrill said she attended the Mule Days barbeque fundraiser and Board meetings of the Eastern Sierra Transit Authority and Laws Museum and reminded attendees about the upcoming Choo-Choo Swap Meet at the Bishop Fairgrounds on May 3-4.

Supervisor Griffiths said he attended meetings for the Eastern Sierra Transit Authority and the National Association of Counties Rural Action Caucus and the Earth Day celebration at Bishop City Park. He also provided information on upcoming meetings and events which include the Juvenile Justice Coordinating Council and National Association of Counties Advisory Board meetings, the start of a new round of the California State Association of Counties Leadership Academy, and the annual Manzanar Cultural Exchange.

CAO Greenberg said he attended meetings with Eastern Sierra Council of Governments, Bishop City Council, and HHS Director Anna Scott, and said there will be a "Coffee with CAO" gathering at the Consolidated Office Building this Thursday.

Supervisor Marcellin said he attended the Earth Day Celebration at Bishop City Park and a similar gathering at the Owens Valley Paiute-Shoshone Cultural Center. Marcellin said he has upcoming meetings of the Local Transportation Commission and the Inyo Associates, as well as the media reception for the Eastern Sierra Fishing Season Opener, the Manzanar Cultural Exchange, Lone Pine Trout Derby, Lone Pine Tribal Earth Day Celebration, and the 2025 CSAC Legislative Conference in Sacramento.

Adjournment

The Chairperson adjourned the meeting at 11:54 a.m. to 8:30 a.m. Tuesday, April 29, 2025, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Israel, Assistant



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-257

Appointment to the Tecopa Cemetery District Board of Trustees

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Appoint Ms. Ally Few to an unexpired four-year term on the Tecopa Cemetery District Board of Trustees, ending February 22, 2026.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board of Supervisors has appointing authority over the local cemetery districts. In February, staff received notice that Mr. Frank Esposito had resigned from the Tecopa Cemetery District Board of Trustees, leaving two members on the three-member board. The vacant term does not expire until February 22, 2026.

Per policy, the vacancy was advertised and staff received a letter of interest from Ms. Ally Few in early April -- during the third attempt at recruitment.

Ms. Few's letter is attached for the Board's consideration.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board can decline to appoint Ms. Few to the vacant seat but this is not recommended as an ongoing vacancy threatens the district's ability to conduct business and recruitment efforts for the cemetery board have historically been challenging.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services

APPROVALS:

Darcy Israel	Created/Initiated - 4/15/2025
Darcy Israel	Final Approval - 4/15/2025

ATTACHMENTS:

1. Ally Few - Tecopa Cemetery District
2. Notices of Vacancy - Tecopa Cemetery District

From: **Ally KF** <allykf999@gmail.com>
Date: Sun, Apr 6, 2025 at 8:12 AM
Subject: Fwd: Tecopa Cemetery Board
To: john muccio <johnmuccio92@gmail.com>

Hello,

My name is Ally Few. I tried to send this email earlier, but misspelled it and it bounced back. I hope this does not reach you too late. I'm a full time resident of Tecopa and very interested in joining the Cemetery Board of Trustees.

Cemeteries hold the history and memories of any place and it would be an honor to be considered for this position here, in a community that has been so welcoming to me.

Thank you for your time and consideration,

Ally Few

PO Box 6

Tecopa, CA 92389

(415)378.4272

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States
and a resident of the County aforesaid.
I am over the age of eighteen years,
And not a party to or interested in the
above-entitled matter. I am the principal
clerk of the printer of the
The Inyo Register

County of Inyo

The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

**February 25th,
In the year of 2025**

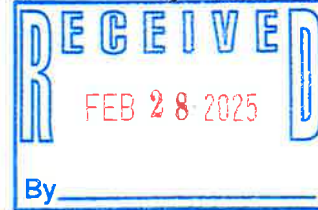
I certify (or declare) under penalty of perjury
that the foregoing is true and correct.

Dated at Bishop, California, on this
25th Day of February, 2025



Signature

This space is for County Clerk's Filing Stamp



Proof of Publication of Public Notice

**NOTICE OF VACANCY
TECOPA CEMETERY
DISTRICT BOARD OF
TRUSTEES**
NOTICE IS HEREBY GIVEN
that the Inyo County Board of
Supervisors is now accepting
letters of interest to fill one, un-
expired four-year term on the
Tecopa Cemetery District
Board of Trustees, ending Feb-
ruary 22, 2026.
Trustees must reside within the
boundaries of the cemetery
district and be registered to
vote in Inyo County.
Individuals interested in apply-
ing must submit a letter of in-
terest to the Assistant Clerk of
the Board, Darcy Israel, at: dis-
rael@inyocounty.us or P.O.
Drawer N, Independence, CA
93526. Applications must be
received no later than Friday,
March 7 at 5 p.m. Postmarks
are not accepted. (IR 02.25,
2025 #22126)

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States
and a resident of the County aforesaid.
I am over the age of eighteen years,
And not a party to or interested in the
above-entitled matter. I am the principal
clerk of the printer of the
The Inyo Register

County of Inyo

The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

March 8th,
In the year of 2025

I certify (or declare) under penalty of perjury
that the foregoing is true and correct.

Dated at Bishop, California, on this
10th Day of March, 2025



Signature

This space is for County Clerk's Filing Stamp



Proof of Publication of Public Notice

NOTICE OF VACANCY TECOPA CEMETERY DISTRICT BOARD OF TRUSTEES

NOTICE IS HEREBY GIVEN
that the Inyo County Board of Supervisors is now accepting letters of interest to fill one unexpired four-year term on the Tecopa Cemetery District Board of Trustees, ending February 22, 2026.

Trustees must reside within the boundaries of the cemetery district and be registered to vote in Inyo County.

Individuals interested in applying must submit a letter of interest to the Assistant Clerk of the Board, Darcy Israel, at: dIsrael@inyocounty.us or P.O. Drawer N, Independence, CA 93526. Applications must be received no later than Friday, March 14 at 5 p.m. Postmarks are not accepted. (IR 03.08, 2025 #22150)

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States
and a resident of the County aforesaid.
I am over the age of eighteen years,
And not a party to or interested in the
above-entitled matter. I am the principal
clerk of the printer of the
The Inyo Register

This space is for County Clerk's Filing Stamp



Proof of Publication of Public Notice

County of Inyo

The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

**April 5th,
In the year of 2025**

I certify (or declare) under penalty of perjury
that the foregoing is true and correct.

Dated at Bishop, California, on this
7th Day of April, 2025


Signature

NOTICE OF VACANCY TECOPA CEMETERY DISTRICT BOARD OF TRUSTEES

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is now accepting letters of interest to fill one unexpired four-year term on the Tecopa Cemetery District Board of Trustees, ending February 22, 2026. Trustees must reside within the boundaries of the cemetery district and be registered to vote in Inyo County. Individuals interested in applying must submit a letter of interest to the Assistant Clerk of the Board, Darcy Israel, at: disrael@inyocounty.us or P.O. Drawer N, Independence, CA 93526. Applications must be received no later than Monday, April 14 at 5 p.m. Postmarks are not accepted. (IR 04.05, 2025 #22189)



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-168

Broadband Technical Assistance Design Contract with Onward

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Scott Armstrong, Regional Broadband Coordinator

ITEM PRESENTED BY

Scott Armstrong, Regional Broadband Coordinator

RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and Inyo Networks, Inc., d.b.a. Onward of Rancho Cucamonga, CA, for the provision of last-mile network designs in an amount not to exceed \$93,500 for the period of April 29, 2025, through September 30, 2025, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County submitted a grant application (GRANT13921206) on June 20, 2023, for United States Department of Agriculture (USDA) Rural Development (RD) Broadband Technical Assistance (BTA) funding to develop shovel-ready, last-mile, detailed network engineering designs for broadband Internet service in the exceptionally rural area of Furnace Creek, California. This project area includes the residential area for Death Valley National Park Service (NPS) employees at Park Village near Cow Creek, located about 4 miles north of Furnace Creek, to the resort about one mile south-southeast of Furnace Creek. The USDA selected this project proposal for funding in the amount of \$110,500, with \$93,500 for contractor design work and \$17,000 for staff time.

Tasks associated with this grant award include: 1) hire a design engineering contractor through the County's RFP process; 2) catalog all locations to be included in the detailed engineering designs; 3) develop and deliver detailed engineering designs along with all required environmental review documentation. The resulting designs will support the required minimum grant speed of 100Mbps download and 20Mbps upload, with the stated preference of 1Gbps symmetrical service. All tasks are required to be completed in close coordination with USDA RD staff. This work is required to be completed by September 30, 2025.

The County posted a Request for Proposals (RFP) on June 11, 2024, on the Inyo County website and identified a budget of \$93,500 for the design work for this project. The County also sent the RFP via email to 6 known companies that could reasonably conduct the design work. Responses to the RFP were due on July 16, 2024. Onward was the only respondent. The evaluation team reviewed the response and determined that Onward's proposal satisfied the requirements in the RFP and was within the grant budget of \$93,500 for design work.

The project deliverables will be detailed, last-mile network design plans that the County will submit to USDA RD for reimbursement.

FISCAL IMPACT:

Funding Source	Grant Funded - USDA Rural Development, Rural Utilities Service	Budget Unit	612301
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Award -- 22 Month Performance Period	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$110,500 through September 2025, based on reimbursable work tasks.

Future Fiscal Year Impacts

Up to \$110,500 through September 2025, based on reimbursable work tasks.

Additional Information

This is a reimbursement grant based on actual expenditures and costs incurred; therefore, budget amounts are provided for the upper limit for the grant. A new budget unit will be created to support these work efforts and effectively track the funding.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this agreement, in which case we will not use grant funds to develop engineering plans for broadband deployment in the Furnace Creek and Park Village area to support future broadband construction projects.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Improved Access to Government

APPROVALS:

Scott Armstrong	Created/Initiated - 4/17/2025
Darcy Israel	Approved - 4/17/2025
Scott Armstrong	Approved - 4/17/2025
Keri Oney	Approved - 4/18/2025
John Vallejo	Approved - 4/21/2025
Amy Shepherd	Approved - 4/21/2025
Nate Greenberg	Final Approval - 4/22/2025

ATTACHMENTS:

1. Onward Agreement
2. Request for Proposals/Last Mile Design Project
3. Response to Proposals/Last Mile Design Project

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO NETWORKS, INC D/B/A ONWARD
FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the detailed network engineering design services of Onward (hereinafter referred to as ("Design Professional / Consultant")), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from April 29, 2025 to September 30, 2025 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. Travel expenses and per diem are not subject to reimbursement pursuant to this Agreement.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 93,500 (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Design Professional/Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Design Professional/Consultant in performing services and work described in Attachment **A**, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. This information will be used to provide the US Department of Agriculture (USDA) Rural Utilities Service (RUS) the required Contractor Reporting updates.

This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Upon receipt of the completed project designs and a complete invoice from the Design Professional/Consultant, County will remit the full amount of the invoice up to the Contract Limit to the Design Professional/Consultant.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

B. Design Professional/Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered

transactions by any federal department or agency. Design Professional/Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF DESIGN PROFESSIONAL/CONSULTANT.

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

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

B. Design Professional/Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected

to County's control with respect to the physical action or activities of Design Professional/Consultant in fulfillment of this Agreement.

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

10. DEFENSE AND INDEMNIFICATION.

Pursuant to the full language of California Civil Code §2782, design Professional agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of Inyo County; and does not apply to any passive negligence of Inyo County unless caused at least in part by the Design Professional. Inyo County agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

concerning such, Design Professional/Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:

County Administrator – Broadband Coordinator
1360 N. Main Street
Bishop, CA

Design Professional/Consultant:

Inyo Networks, Inc., dba Onward
10621 Church Street, Suite 100
Rancho Cucamonga, CA City

24. ENTIRE AGREEMENT.

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

#

**AGREEMENT BETWEEN COUNTY OF INYO
AND ONWARD NETWORKS, INC D/B/A ONWARD
FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES**

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

DESIGN PROFESSIONAL/CONSULTANT

By: Nicolas Keeler
Nicolas Keeler (Apr 15, 2025 13:29 PDT)
Signature

Nicolas Keeler

Print or Type Name

Dated: 04/15/2025

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Apr 16, 2025 08:44 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg
Aaron Holmberg (Apr 16, 2025 10:43 PDT)

County Risk Manager

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND ONWARD NETWORKS, INC D/B/A ONWARD
FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES

TERM:

FROM: April 29, 2025 TO: September 30, 2025

SCOPE OF WORK:

Project Deliverables

Shovel-ready, last-mile detailed engineering designs that can be used by any reasonably capable and qualified network construction company to construct last-mile fiber-to-the-premise network infrastructure.

- Provide detailed, shovel-ready, engineering designs for last-mile network infrastructure that is capable of providing 100Mbps symmetrical broadband internet service simultaneously to every premises in the project area--preferably 1Gbps symmetrical service.
- Engineering designs shall include network infrastructure connections from the future State-owned, open-access middle-mile network along CA-190.
- Engineering designs shall include last-mile service infrastructure to all eligible locations in the project area.
- Engineering designs shall allow for multiple Internet service connections for redundancy.
- Describe in detail how to transition this network from an interim service provider solution to Internet service delivered through the future State-owned, middle-mile network.
- Describe the networking technology and equipment proposed for both the potential network operator and the Internet service subscriber.
- Describe any critical engineering design issues associated with the design project.
- Indicate the type, and if possible, the current brand and model of the in-home or premise equipment that will be required to connect to this network.
- Describe any critical environmental issues associated with the project and how to address these.
- Describe any additional steps beyond the solution being proposed that could reduce costs and shorten future construction timelines.
- Coordinate with the appropriate County Departments regarding design routes and potential environmental or permitting challenges. Ensure that the project design documents account for environmental clearance and any required regulatory agency permits.
- Designs must comply with: Federal laws; State laws; local laws; rules and regulations of governing utility districts; and rules and regulations of other authorities with jurisdiction over the construction of network infrastructure.

- Deliver the final designs in high-resolution PDF format and provide a shapefile for the project area.
- All deliverables for this project must be submitted to the County of Inyo before September 30, 2025.

Census Block List

The Furnace Creek project area includes the following census blocks:

- 060270008001027 Block 1027 (partial)
- 060270008001029 Block 1029
- 060270008001030 Block 1030
- 060270008001031 Block 1031
- 060270008001032 Block 1032
- 060270008001034 Block 1034
- 060270008001035 Block 1035
- 060270008001037 Block 1037
- 060270008001038 Block 1038
- 060270008001039 Block 1039
- 060270008001044 Block 1044
- 060270008001074 Block 1074
- 060270008001075 Block 1075
- 060270008001347 Block 1347
- 060270008001348 Block 1348
- 060270008001349 Block 1349
- 060270008001350 Block 1350

This project area does not include the portion of Block 1027 that is adjacent to Block 1032, the Texas Springs Campground. California Internet was the CAF2 auction winner for that portion of Block 1027. The project area also does not include Block 1043, also won by California Internet in the CAF2 auction, or Block 1353, which is fully encircled by Block 1043. Blocks 1043 and 1353 are not in the list above.

Contractor is aware that the project is subject to grant conditions and requirements of the Federal Government. Said requirements are detailed below, and to the extent applicable, Contractor shall take reasonable steps to comply with said requirements or assist the County in its actions to comply with the said provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.
2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];
3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and

6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF INYO
AND ONWARD NETWORKS, INC D/B/A ONWARD
FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES

TERM:

FROM: April 29, 2025 TO: September 30, 2025

SCHEDULE OF FEES:

The USDA RD Broadband Technical Assistance grant is a reimbursement grant. The completed project deliverables will be presented to the USDA Rural Utilities Service as a completed work product for reimbursement through the County of Inyo.

Design Engineering work to be billed at \$150 per hour.

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$93,500.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND ONWARD NETWORKS, INC D/B/A ONWARD
FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES

TERM:

FROM: April 29, 2025 TO: September 30, 2025

SEE ATTACHED INSURANCE PROVISIONS

Attachment: 2024 Insurance Requirements for Design Professionals, including Architects, Engineers, and Surveyors

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions): Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Attachment: 2024 Insurance Requirements for Design Professionals, including Architects, Engineers, and Surveyors

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

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

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

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

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

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

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

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



County of Inyo Request for Proposals (RFP)

Furnace Creek USDA BTA Last-Mile Design Project

To create shovel-ready, last-mile, detailed network engineering designs for broadband Internet service in the exceptionally rural area of Furnace Creek, California.

Submit Proposals to:

*County of Inyo, Clerk of the Board
P.O. Drawer N
224 North Edwards Street
Independence, CA 93526
Attn: RFP-2024-USDA-BTA-Furnace-Creek-Design*

Date Released:

June 11, 2024

Submittal Deadline:

July 16, 2024

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I. Introduction

Furnace Creek USDA RD BTA Grant Funded Last-Mile Design Project

The County of Inyo is soliciting proposals from firms with demonstrated experience in designing fiber-optic network solutions to develop and deliver detailed engineering design plans to be used for future construction projects of high-speed, last-mile broadband infrastructure to communities, households, and businesses in the area.

This project, funded by a US Department of Agriculture (USDA) Rural Development (RD) Broadband Technical Assistance (BTA) grant, is intended to create shovel-ready, last-mile, detailed network engineering designs for broadband Internet service in the exceptionally rural area of Furnace Creek, California. Our project area includes the residential area for Death Valley National Park Service (NPS) employees at Park Village at Cow Creek, located about 4 miles north of Furnace Creek, to the resort about 1 mile south-southeast of Furnace Creek.

This project is for pre-construction work only, as the USDA RD BTA Grant will not fund any construction.

The amount budgeted for this work is \$93,500, payable to the contractor after reimbursement from USDA RD.

II. Background

The County of Inyo is a Governmental Organization

Inyo County, California was organized in 1866 from land set aside from Mono and Tulare Counties. The County was originally named Coso County, and the town of Independence is designated as the County seat. The County is characterized as rural and frontier and is in the central-eastern part of the state. At 10,227 square miles, Inyo County is geographically the second largest county in California. The governmental agency was organized, in part, to provide safety and services to its population.

According to 2020 census information, the population of Inyo County is 19,016, up from 18,546 in the 2010 census. Census data also indicates 7,954 Inyo County households in 2020.

While the County seat is located in Independence, the largest population center of the County is approximately 45 miles to the north in Bishop, California. The City of Bishop is the County's only incorporated city and covers an area of approximately two-square miles with a population of nearly 4,000 residents. Bishop and its immediate suburbs host a population of approximately 12,000.

The County of Inyo governmental organization is the County's largest employer with approximately 460 employees.



Description of the current Internet service in Inyo County

The successful completion of the ambitious Digital 395 project in late 2013 that was funded by the American Reinvestment and Recovery Act project equipped the Owens Valley with a middle-mile broadband network capable of providing practically limitless broadband capacity for generations. While

the Digital 395 network has the potential to deliver high-speed broadband Internet service to most of the residents and businesses in Inyo County, many of our population centers are very remote and too small to provide a reliable return on investment for an Internet Service Provider (ISP), offering very little Incentive for ISPs to construct and operate wireline broadband Internet networks in those areas.

A large portion of our County is several miles from the Digital 395 middle-mile network and is essentially unserved by wireline Internet Service Providers. These rural areas require significant investment in middle-mile network infrastructure to support last-mile broadband Internet service. Death Valley, which includes Furnace Creek, is one of the areas in the County with no wireline broadband Internet service.

Purpose of the Furnace Creek Last-Mile Design Project

The purpose of this project is to develop a creative and flexible, last-mile Internet service solution design for the Furnace Creek area that will enable community-based cooperatives to provide faster, more reliable Internet service to that area until the State's middle-mile network is constructed in the region in 2025 or 2026. Following the completion of the network engineering designs, we plan to seek funding for the construction of the last-mile infrastructure, making it more feasible for Internet service providers to deliver services in this area. We also expect that this creative and flexible approach to designing and constructing last-mile network infrastructure will be used as a model for internet connectivity solutions in other very remote and exceptionally rural areas in our County.

The designs must support 100Mbps symmetrical broadband Internet service, preferably 1Gbps symmetrical or better.

III. Project Scope of Work

Project Deliverables

Shovel-ready, last-mile detailed engineering designs that can be used by any reasonably capable and qualified network construction company to construct last-mile fiber-to-the-premise network infrastructure.

- Provide detailed, shovel-ready, engineering designs for last-mile network infrastructure that is capable of providing 100Mbps symmetrical broadband internet service simultaneously to every premise in the project area--preferably 1Gbps symmetrical service.
- Engineering designs should include network infrastructure connections from the future State-owned, open-access middle-mile network¹ along CA-190.
- Engineering designs should include last-mile service infrastructure to all eligible locations in the project area.
- Engineering designs should allow for multiple Internet service connections for redundancy.
- Describe in detail how to transition this network from an interim service provider solution to Internet service delivered through the future State-owned, middle-mile network.

¹ The State's Middle-Mile Broadband Network (MMBN) will consist of the current Digital 395 open-access middle-mile network, as well as new construction. Information on the future MMBN can be found at <https://middle-mile-broadband-initiative.cdt.ca.gov/pages/statewide-middle-mile-network-map> and an ArcGIS map of the planned network can be found at <https://experience.arcgis.com/experience/e2540ace2ac248ee8c3350aa39395342>.

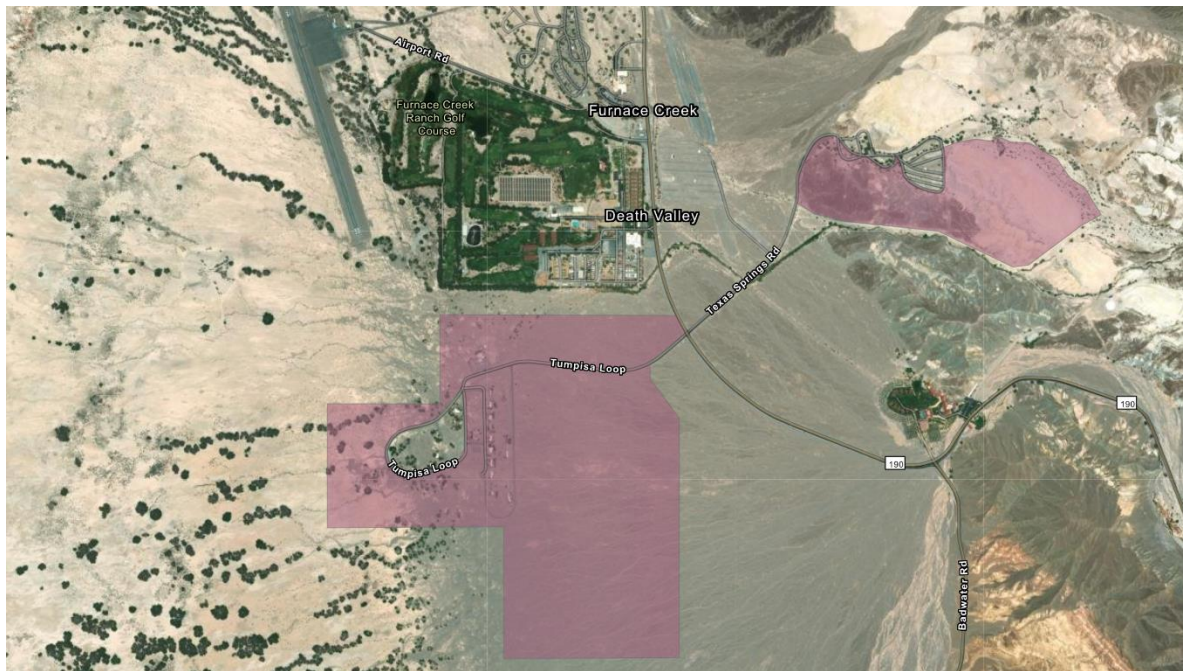
- Describe the networking technology and equipment proposed for both the potential network operator and the subscriber.
- Describe any critical engineering design issues associated with the design project.
- Describe any additional equipment needed to support the proposed solution that is not included as part of the proposed solution.
- Describe any critical environmental issues associated with the project and how to address these.
- Describe any additional steps beyond the solution being proposed that could reduce costs and shorten future construction timelines.
- Coordinate with the appropriate County Departments regarding design routes and potential environmental or permitting challenges. Ensure that the project design documents account for environmental clearance and any required regulatory agency permits.
- Designs must comply with: Federal laws; State laws; local laws; rules and regulations of governing utility districts; and rules and regulations of other authorities with jurisdiction over the construction of network infrastructure.
- Deliver the final designs in high-resolution PDF format and provide a shapefile for the project area.
- All deliverables for this project must be submitted to the County of Inyo before September 2025.

Census Block List

The Furnace Creek project area includes the following census blocks:

- 060270008001027 Block 1027 (partial, see below)
- 060270008001029 Block 1029
- 060270008001030 Block 1030
- 060270008001031 Block 1031
- 060270008001032 Block 1032
- 060270008001034 Block 1034
- 060270008001035 Block 1035
- 060270008001037 Block 1037
- 060270008001038 Block 1038
- 060270008001039 Block 1039
- 060270008001044 Block 1044
- 060270008001074 Block 1074
- 060270008001075 Block 1075
- 060270008001347 Block 1347
- 060270008001348 Block 1348
- 060270008001349 Block 1349
- 060270008001350 Block 1350

This project area does not include the portion of Block 1027 that is adjacent to Block 1032, the Texas Springs Campground. California Internet was the CAF2 auction winner for that portion of Block 1027. The project area also does not include Block 1043, also won by California Internet in the CAF2 auction, or Block 1353, which is fully encircled by Block 1043. Blocks 1043 and 1353 are not in the list above. The excluded portion of Block 1027 as well as the excluded Blocks 1043 and 1353 are indicated in mauve in the image below for reference.



IV. County Information and Responsibilities

Administrative Information

The County of Inyo through the Office of the County Administrator is sponsoring this project, and the Regional Broadband Coordinator is managing the project. Respondents are specifically instructed to not contact any elected officials or other County employees for meetings, conferences or discussions related to this RFP. Unauthorized contact with elected officials or County personnel may result in rejection of the respondent's RFP response.

Inquiries and County Project Contact

County of Inyo, CAO – Regional Broadband Coordinator
1360 N. Main Street
Bishop, California 93514

Email: sarmstrong@inyocounty.us

All inquiries should be directed in writing via email to Scott Armstrong, Regional Broadband Coordinator, County of Inyo. The closing time for inquiries related to this RFP is **July 12, 2024, 4:30 p.m.** All inquiries and the associated County responses will be posted on the County website. Interested parties are cautioned that the opportunity to obtain additional information should not be viewed as a sales presentation opportunity.

Rights of the County

The County retains sole discretion regarding every aspect of the RFP evaluation and selection process. The County reserves the right to, but is not limited to:

- Accept other than lowest offer
- Reject any or all responses without cause
- Reject all responses and seek new responses when such action is judged to be in the best interest of the County
- Request and receive additional information as the County believes is necessary, and disqualify any respondent and reject any responses for failure to promptly provide such additional information
- Request additional information or clarification from respondents, or allow corrections of errors or omissions
- Postpone or extend the RFP deadline for its own convenience or benefit
- To disregard all non-conforming, non-responsive or conditional proposals
- Approve or disapprove sub-contractors
- Waive technical defects in responses and to accept the response which, in the sole judgment of the County, is in its best interest
- Negotiate with any and all respondents
- Change the amount of funding available
- Enter into a contract with another respondent in the event the originally selected respondent fails to execute a contract with the County
- Reject any or all proposals or portions thereof, and to reduce the scope of the Project

V. Responsive Proposal

Deadline

The deadline for submitting a proposal for the Furnace Creek Last-Mile Design Project is *July 16, 2024, 4:30 p.m.*

Proposal Format and Requirements

Use the following format and requirements in developing a proposal in response to our request for proposals. You can include additional information that you feel is relevant, but the evaluation team will evaluate your proposal based on the specific criteria and requirements identified in this RFP.

- Identify clearly on the cover that your proposal is for the Furnace Creek Last-Mile Design Project for the County of Inyo, California.
- Include a name and email address for a point of contact with your company.
- Include your company's legal address.
- Include your California Contractor License Number ([cslb.ca.gov](https://www.cslb.ca.gov))
- Identify any subcontractors that you will use for this project.
- Indicate whether you are currently a network operator, and if so, identify any areas or towns in Inyo County where you provide last-mile services.
- Include a Scope of Work statement to summarize your proposal and the project deliverables.
- Describe in detail how you will satisfy the project deliverables in the Project Scope of Work.
- Detail the costs associated with the project deliverables in your proposal, including job titles and hourly rates for any labor costs. Please note that the design work is subject to prevailing wage.
- Indicate whether your company can construct the network infrastructure that you are proposing.

- Estimate the rough-order-of-magnitude construction costs associated with the project in your proposal.
- Indicate the average cost of the anticipated network construction per subscriber location.
- Describe the Internet service speeds that will be attainable with this solution, including the following:
 - Meets 100Mbps synchronous
 - Meets 1Gbps synchronous
 - Exceeds 1Gbps synchronous
- Indicate whether the proposed solution will support open-access, last-mile network infrastructure.
- Describe how this network can support multiple ISPs.
- Indicate whether the proposed solution will connect to an open-access, middle-mile network.
- Indicate whether the proposed solution will include additional middle-mile network, and if so, whether that middle-mile network will be designed to be operated as an open-access, middle-mile network.
- Develop a project plan that includes staff resource scheduling and a timeline.
- Demonstrate qualifications and experience by providing examples and descriptions of network infrastructure design projects for at least three customers that demonstrate the understanding of, and the ability to design last-mile network infrastructure solutions.
- Include at least 3 customer references with email addresses and phone numbers.
- Identify your company's proximity to the County of Inyo for the purposes of understanding our region's unique and challenging geography for this project.
- Describe your financial, operational and technical capacity to execute the project successfully within the specified timeframe.
- State whether you will be able to enter into a County of Inyo Contract #151 (Exhibit A to this RFP).
- The proposal should be delivered to the Clerk of the Board. The proposal should include two paper copies and a high-resolution, digitally readable file, preferably in PDF format.

Use of Proposals and Respondent Guarantees

The respondent's proposal submitted in reply to this RFP acknowledges that the rights have been reserved to include the selected respondent's proposal or any part or parts of the selected respondent's proposal in the final contract. Submission of any proposal indicates acceptance of the conditions contained in the RFP. All proposals submitted shall be valid for a period of 120 calendar days from the date of proposal opening.

Standard County Contract

The respondent selected for contract award will be required to enter into a contract with the County of Inyo using the County of Inyo Contract #151 (Exhibit A to this RFP). Identify any requested exceptions to the contract in the response to this RFP. Only exceptions identified in the submittal responses to this RFP will be considered during contract negotiations with the selected vendor.

Obligations Assumed by Submitting a Proposal

By submitting a proposal, the respondent certifies that:

- Those submitting proposals do so entirely at their expense. There is no expressed or implied responsibility on the part of the County to reimburse respondents for any expenses incurred for preparing or submitting proposals, providing additional information when requested by the County, or participating in any selection interviews.
- The respondent thoroughly understands the terms of the specifications and has successful experience in each area of the proposed work.
- The respondent has made themselves familiar with all Federal and State Laws, local laws, ordinances, and regulations which in any manner affect the project work or the delivered product.
- The prices in this proposal have been arrived at independently and without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other respondent.
- The respondent has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of this contract to any employee, official, or current contracting consultant of the County of Inyo.

No contract shall be considered binding upon the County until the County Board of Supervisors has made a final award and executed the contract. The County is interested in working with a respondent able to initiate the project immediately following successful contract negotiations.

Failure to Execute Contract

Failure to properly execute and deliver the contract within thirty (30) days as specified, at the County's discretion, may be cause for cancellation of the award.

In the event the award to the successful respondent is cancelled, the award may then be made to the next highest ranked responsive and responsible respondent, and such respondent shall fulfill every stipulation embraced herein as if the original party to whom the award was made; or the County may reject all of the proposals, as its interest may require.

Insurance and Bonds

The successful respondent shall procure and maintain insurance as specified in Attachment D to the County of Inyo Contract #151, and with the provisions specified in said Attachment D.

Respondent Competency

The County may make such investigation as it deems necessary to determine the ability of the respondent to perform the work. The County may require the respondent to present satisfactory evidence that it has sufficient experience and skilled workers to complete the work. The County will use the forgoing information, if required, as an aid to selecting a proposal for contract award. Nothing contained in this section shall be construed as depriving the County of its discretion in the matter of selecting a proposal for contract award. The County reserves the right to reject any proposal if the evidence submitted by the respondent or an investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the Project.

Prime Contractor Responsibility

Any respondent's proposal that includes equipment, software or services that are marketed, supported or supplied by other companies or individuals must contain a statement that the respondent will act as the prime contractor for the entirety of project, not limited to the development, design and delivery of the project.

Legal Address

The address given in the proposal is hereby designated as the legal address of the Respondent. Such address may be changed at any time by notice in writing via email delivered to the County Project Contact. The delivering at such legal address or the depositing in any post office, in a postpaid, registered wrapper, directed to the above-named address of any notice, letter, or other communication to the Respondent shall be deemed to be a legal and sufficient service upon the Respondent.

VI. Evaluation and Selection

Selection and Award of Contract

The Contract award will be based on “best value.” The County’s evaluation team will evaluate all of the relevant factors, including responsiveness to the proposal requirements, qualifications of the proposer, the proposer’s history in providing the service and any other reasonably established factor necessary to determine what proposer will provide the “best value” to the County.

As soon as practicable after evaluation and ranking of the proposals, selection of the top finalist, and contract negotiations resulting in a signed contract with the vendor, the contract will be presented to the Board of Supervisors for award at its sole discretion, contingent on funding. The contract instrument will be a County of Inyo Contract #151.

In the event the County is unable to negotiate a contract with the top finalist, the County may, at its sole discretion, negotiate a contract with another respondent, or choose not to award the contract, or put the proposal out to bid again.

Ranking

A team selected by the County will evaluate all proposals deemed responsive to the request. The proposals will be ranked based on an analysis conducted by the evaluation team. The top ranked respondents will be deemed finalists and may be asked to meet in person as a means of further evaluating the respondent’s claims provided in the proposed solution.

Discussions and product demonstrations requested by the County may take place with the finalists to clarify the proposal and obtain a best and final offer. Any award granted will be granted to the respondent proposing the best solution for the County as determined solely by the County.

Evaluation Criteria

No commitment will be made to select a respondent’s proposal solely on the basis of price. Cost is a consideration but is not in the evaluation criteria. The County will evaluate the detail substantiating the general estimated costs provided as part of your response to this RFP.

The primary basis for selection will be the proposed solution’s ability to meet the County’s project goal and associated requirements; however, consideration will also be given to overall value, as well as to the respondent’s reputation and ability to be a strong business partner.

Responses to this RFP will be evaluated according to the following criteria for the overall proposal:

Evaluation Criteria for the RFP Response	
Completeness of Response	Pass/Fail
Ability to Satisfy the Scope of Work	25
Experience and Qualifications	25
Financial, Technical, and Operational Capacity	25
Contractor's proximity to and familiarity with the region	25
Last-mile solution meets 100Mbps symmetrical bandwidth speeds	Pass/Fail
Last-mile solution meets 1Gbps synchronous bandwidth speeds	10
Last-mile solution exceeds 1Gbps synchronous bandwidth speeds	10
Design uses fiber-optic cable for last-mile network designs	10
Design supports open-access, last-mile network infrastructure	10
Project Plan with Staff Resource Scheduling and Timeline	10
Ability to enter into County of Inyo Contract #151	Pass/Fail
Total	150

VII. Funding and Timeline for the Broadband Expansion Projects

This project is funded by a USDA RD BTA grant. The County of Inyo was awarded \$110,500 for this grant, \$93,500 of which is budgeted for contracted engineering design work. The proposal selection and award timeline may take up to 2 months. The full scope of work for this project must be completed and delivered to the County of Inyo before September 2025. The final project deliverables, once completed, will be presented to the USDA RD for reimbursement through the County of Inyo.



&



RESPONSE TO PROPOSAL
FOR

FURNACE CREEK USDA BTA
LAST-MILE DESIGN PROJECT

RFP-2024-USDA-BTA-
FURNACE-CREEK-DESIGN

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1. Qualification Package




QUALIFICATIONS, EXPERIENCE, PRODUCTS & SERVICES

May 2023

onward

California's fastest fiber.



The internet isn't
equal. But it
should be.

At Onward, we're
taking a different
path. We believe
everyone should
have access to a
reliable, fast
connection at
affordable rates.

Get Connected.
Get Faster.
Get Onward.

Who We Are

BACKGROUND

Onward is a DBA of Inyo Networks, Inc., a California Licensed Exchange Carrier incorporated in 2009 and governed by the California Public Utilities Commission.

Onward is highly experienced in public-private partnerships, and designs, builds, operates and maintains publicly-owned broadband networks in more than 20 jurisdictions covering 3,000+ miles of fiber optic cable. Onward is a full-service broadband network development company providing tele-communications consulting, network engineering, facilities design, construction, and operational services. Onward specializes in end-to-end broadband network solutions that require turnkey implementation of engineering design, equipment and material procurement, installation and network turn up services.

Onward currently has more than 4,000 direct subscribers, and thousands more customers served through multiple ISPs on Onward's Open Access networks. Onward offers network management services to public and private broadband network owners, wholesale services to other network service providers, and competitive broadband services directly to commercial and residential end-users in California and Nevada. Among Onward's clients are global technology companies, including Google, AT&T, Apple, Frontier, PG&E, and Verizon, as well as federal, state and local governments. Onward currently manages the municipally-owned networks for several California cities, including Ontario, Culver City, Rancho Cucamonga, and Vallejo.

Onward has extensive experience designing, developing, and installing fiber infrastructure networks through public-private partnerships with cities and counties, ranging in size from small network expansions to major transport lines. Onward has agreements with carriers to provide circuits across California and Nevada, and maintains conduit lease agreements, Indefeasible Rights of Use Agreements (IRU), Network-to-Network Interfaces (NNI), and colocation agreements with carriers including AT&T, Verizon, Level 3, Frontier, and others.

Public Network Management

In 2020, Culver City selected Onward through an RFP process to design, construct and operate an expanded fiber optic network that leverages and grows existing city infrastructure. Onward will offer competitively priced gigabit Internet products for current and future business needs, with revenues shared with the City to achieve a return on investment.



In 2015, Onward entered into a public-private partnership with the City of Ontario to manage the City's \$220 million fiber optic network that would provide retail services to anchor institutions, businesses and residents over city-owned infrastructure. In just 5 short years, Onward has transformed the 50-mile city-owned network into a viable enterprise with sustainable revenues that are rising an average of 163% per year. All gross recurring revenues are split with Ontario in order to achieve a return on investment for the City.

Public Benefit

Onward has transformed Ontario's network into a win-win partnership with revenues that are rising 163% per year.





In 2017, Onward designed and constructed a \$2.5 million FTTH gigabit network for the housing at Vandenberg Air Force Base, reaching more than 1,000 homes. Onward manages the day-to-day sales and operations of the network and has achieved a take rate of 85%.

Vandenberg Air Force Base

In 2018, Onward entered a public-private partnership with the city of Rancho Cucamonga to initiate, operate, and manage a \$100 million City-owned gigabit network. Onward's sales teams work with residences and businesses to bring new subscribers onto the 15-mile ring network, and have achieved a 40% take rate in greenfield housing developments.



In 2023, Onward embarked on a significant venture by establishing a public-private partnership with the City of Hidden Hills. The objective was to collaboratively design, build, and operate a Fiber to the Home (FTTH) network, connecting 690 homes within the community. This groundbreaking FTTH network was designed to provide residents with a minimum symmetrical speed of 2 gigabits per second, setting a new standard for connectivity. Moreover, the network has the capacity to offer the entire community speeds of up to 10 gigabits per second, ensuring top-tier performance and meeting the evolving needs of the residents.

**Onward's 2Gig minimum entry
in Hidden Hills has set a
new standard for
connectivity.**

**Raising the
Bar**

Open Access Network Design, Build & Management



At 583 miles, Digital 395 represents the largest California fiber infrastructure project to date. Completed in 2014, the project addressed a gap in the Eastern Sierras for high capacity middle-mile connectivity. The route predominately follows U.S. Highway 395, providing major transport between southern California and northern Nevada.

The Digital 395 project serves 36 communities, seven tribal reservations, two military bases, 26,000 households and 2,500 businesses. This includes 35 public safety entities, 47 schools, 13 libraries, two community colleges, two universities, 15 health care institutions, and 104 government entities.

Onward manages the project for the California Broadband Cooperative (CBC), a public-private partnership among local and state agencies, organized labor and for-profit companies. More information can be found at:

www.CBCCoop.com.



PRODUCTS & SERVICES



Competitive Pricing & Superior Speeds

Unlike the competition, Onward only offers its customers **SYMMETRICAL SPEEDS** - that means our customers get the same high speeds uploading data as they do downloading.

Because Onward has an extensive network of hubs, colocations, and data center connectivity, **1 Gigabit per second is our standard speed offering** - with the ability to easily obtain 10 Gb or even 100 Gb depending on customer need. Onward can offer the industry-standard "Burstable" speeds, with the capability of meeting top-tier speeds at the times customers need them, or "Dedicated" lines where speeds remain constant, typically for business customers with the need to transmit large data files.

Burstable		Dedicated	
Upload	Download	Upload	Download
1 Gb / sec 2 Gb / sec 5 Gb / sec	1 Gb / sec 2 Gb / sec 5 Gb / sec	1 Gb / sec 10 Gb / sec 100 Gb / sec	1 Gb / sec 10 Gb / sec 100 Gb / sec

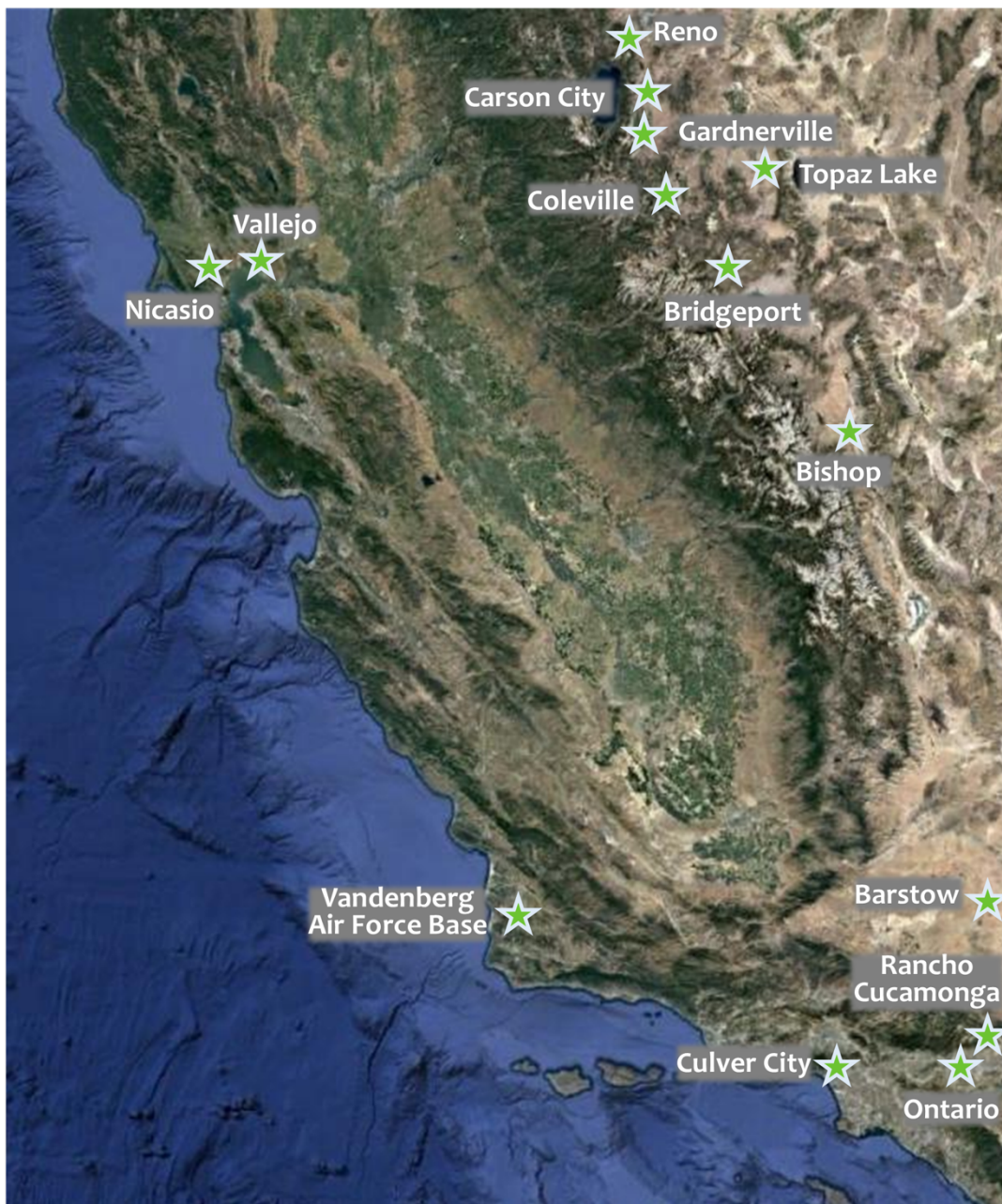
With superior speeds, Onward remains competitive in the marketplace by offering **affordable prices** - lower than AT&T, Comcast/Xfinity, Spectrum or Frontier. Pricing is tailored specific to each community and varies based on existing infrastructure, distances, new investment requirements, and/or partnership structure.

Onward uses an all fiber network
- no copper and none of
the limitations that come with it.

All Fiber
Network

MARKETS

Onward has more than **3,300 direct subscribers** for data, internet, and voice services, and manages Open Access networks with multiple ISPs that serve **nearly 30,000 additional users**. Onward also provides alternate access for major telecommunications carriers, including the top 3 wireless companies, as well as acting as a service provider for the Department of Defense.

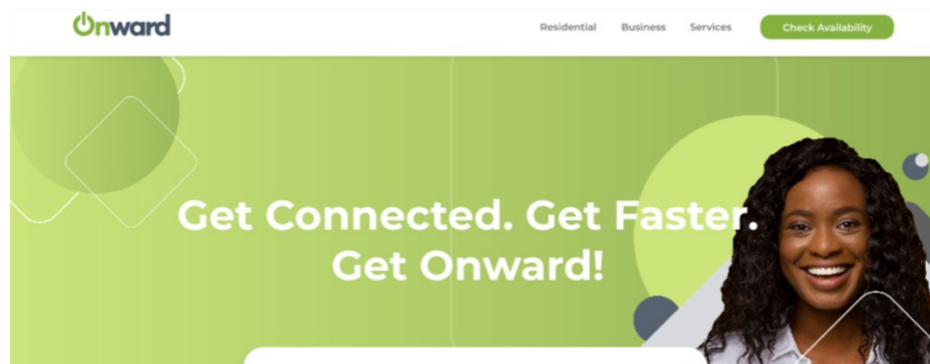


MARKETING & SALES

Onward collaborates closely with its partners to tailor a unique marketing strategy for each community it serves. Onward's successful marketing deploys an omni-channel campaign that puts boots on the ground in key demand areas, utilizes traditional, digital and social media advertising and geofencing, coordinates with local chambers of commerce, business and civic organizations, and implements a comprehensive customer service approach that builds trust, loyalty and referrals among its subscribers.

Marketing strategies are adapted and refined on an ongoing basis in consultation with Onward's partners, fueled by a comprehensive analytics dashboard that can be accessed by team members. Real-time data and trends on subscribers, revenues, products, and turnaround times for service connections allows Onward to adjust its advertising, internal processes and product mix in order to maximize new subscribers and improve the customer experience.

Onward has recently launched a completely revamped website which integrates a seamless user experience - all the way from getting an initial quote through sales, service requests and billing. The new website will include multiple communication mediums, which make it quick and easy for potential customers to learn about Onward's unique advantage.



Unique Strategies

Onward collaborates to tailor a unique marketing strategy that accounts for each community's assets, resources, needs and customers.

Onward's Marketing Foundation



NETWORK SUPPORT



24-7-365

**Onward
recognizes the
critical nature of
communications
networks for the
21st Century
economy,
and understands
that global
business
requires a
24-7 operation.**

Onward's 24-7 Service Assurance Network Operations Center (NOC) offers superior service in maintaining network quality, restoring network damages, and addressing end-user customer service needs. These systems are presently in place and support over nearly 3,000 miles of existing networks and circuits, with thousands of residential, commercial, governmental and (other telecom) industry customers.

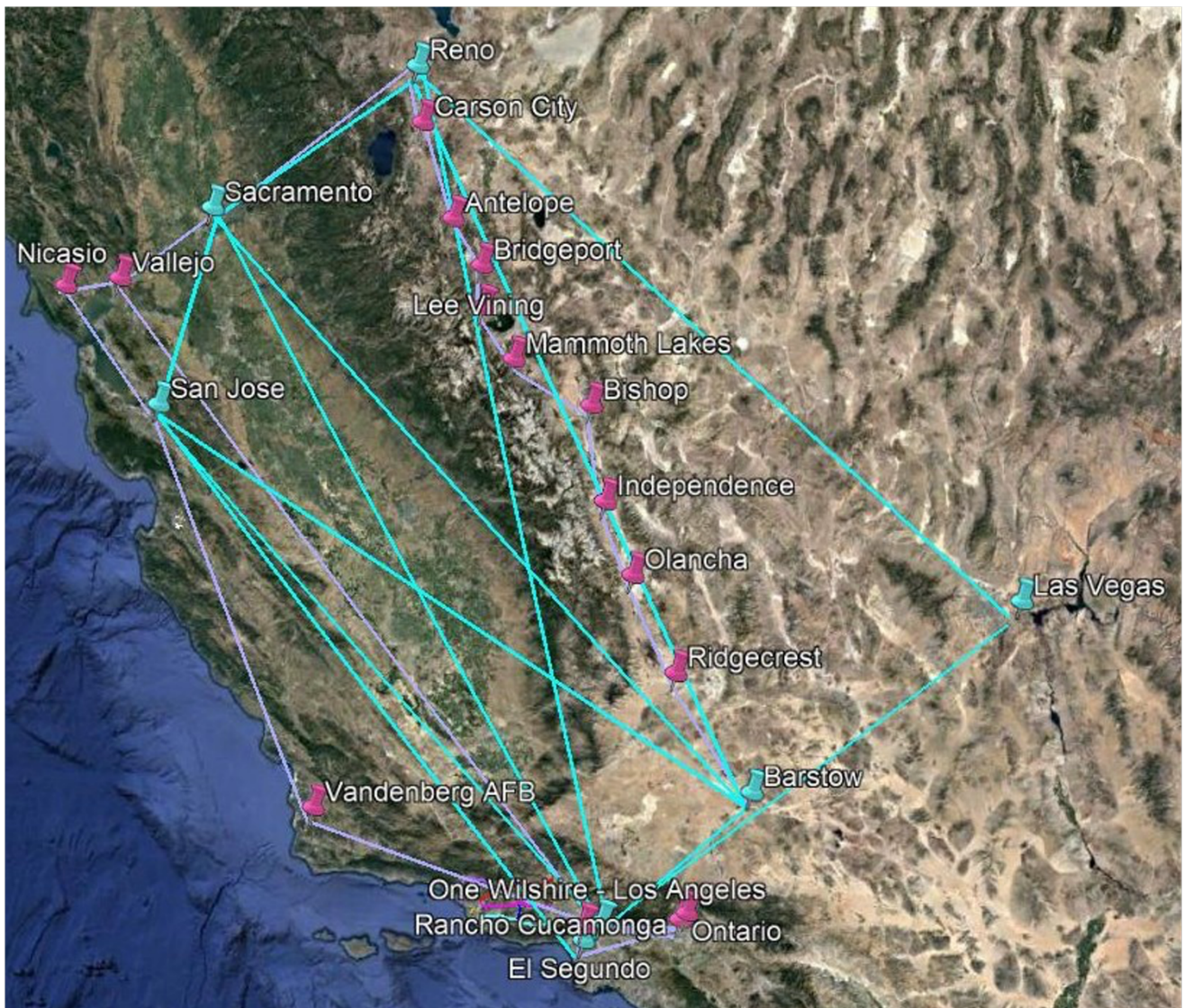
Onward is large enough to handle a significant volume of customers yet small enough to provide personalized attention. Onward provides a best-of-class customer service experience and friendly staff treats all customers with respect – no matter if the subscriber spends \$60 per month or an anchor institution that spends \$6,000 per month. Onward's user-friendly auto assistant quickly directs callers to the appropriate department, were they are received by a live Onward customer service or technical support representative. Onward's staff is well-trained to handle every type of concern a caller may have.

Onward's 24-7 Service Assurance Network Operations Center (NOC) offers superior service in maintaining network quality, restoring network damages, and addressing end-user customer service needs. Many technical repairs can be made at the NOC without having a field technician conduct a site visit. However, in the event a physical repair is required in order to address a service outage, Onward has a dedicated field technician that can respond and conduct repairs within a four (4) hour window per the Service Level Agreement with the customer.

Routine network maintenance, when necessary, is scheduled ahead of time when network use is at its lowest (typically 2:00 to 4:00 a.m.). Prior notice is given directly to any customers that may expect to have service disruptions.

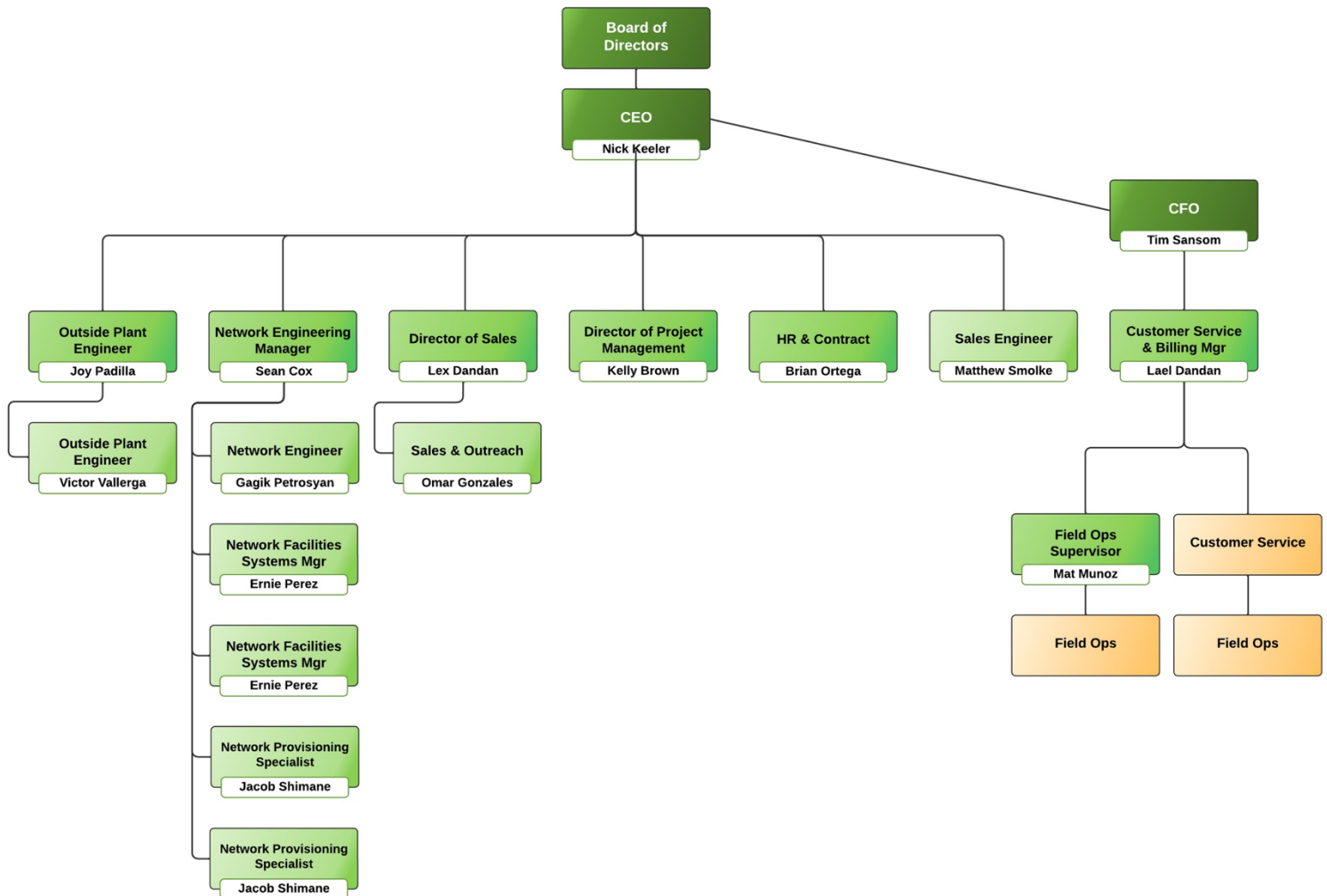
Robust & Resilient Network

Onward manages more than 3,000 miles of fiber optic networks across California and Nevada, with a fail-safe web of points of presence at data centers interconnected in San Jose, One Wilshire in Los Angeles, Barstow, Las Vegas, Reno, El Segundo, and Sacramento. Onward has colocations and nodes in more than 12 locations that ensure network stability and interconnectivity.



ORGANIZATION

Management Team



Nick Keeler, Chief Executive Officer

With 28 years of telecommunications experience in the Competitive Local Exchange Carrier (CLEC) and Department of Defense sectors, Nick Keeler brings a wealth of expertise to the table. Throughout his career, Nick has been involved in various aspects of the telecommunications industry, including regulatory affairs, operations, network engineering, business development, sales, and marketing. Notably, Nick played a significant role in the development of Digital 395 and has successfully overseen the establishment of commercial and residential networks for several cities, namely Ontario, Rancho Cucamonga, Vallejo, Culver City, and Nicasio.

As the overseer of Onward's day-to-day operations, Nick's contributions have been invaluable. He spearheaded the implementation of the "Sales to Cash Flow" order process, which seamlessly integrates Microsoft Dynamics, Billing Plant Form, and Ericson's On-Element Manager. Prior to his current position, Nick served as the Vice President of Business Development for GST Telecom/Pacific Light Net the first Competitive Local Exchange Carrier in the State of Hawaii, further enhancing his telecommunications expertise. Additionally, he held the role of Defense Research & Education Network Program Manager for the State of Hawaii.

Tim Sansom, Chief Financial Officer

Tim Sansom brings more than 33 years of experience in the telecommunications industry, including working with Competitive Access Providers, Competitive Local Exchange Carriers, Data Centers and Internet Service Providers. His role ensures Onward maintains sound operational cost control measures, and budgets that benefit both the company as well as its municipal partners.

As a member of the founding team for multiple telecommunications companies (Electric Lightwave, GST Telecommunications, Pacific LightNet, NextLayer), Tim also has extensive experience with growing successful businesses, as well as with mergers and acquisitions, both on the buy and sell sides, and has been instrumental in more than \$1 billion of public and private equity/debt financing transactions. He holds a degree in accounting from Linfield University and is a Certified Public Accountant (inactive).

Sean Cox, Network Engineering Manager

Sean works as the Network Engineering manager for Onward. He manages the staff that keeps the back-end of the network up and running and coordinates work with various departments such as field techs, the sales team, and accounting to ensure network stability through each new project. Sean has been integral to keeping the Onward networks fault-resilient and consistently improving overall performance.

Prior to joining Onward, Sean had an extensive career in IT-related positions. After serving in the US Marines for 8 years, he worked as a Senior Network Engineer for both a regional subcontractor, and a managed service provider (MSP). He then moved into managerial roles for NavCom Defense Electronics, Inc. and later for Amazon.com where managed a team of over 30 individuals responsible for the IT infrastructure for Amazon's logistics operations. Sean holds a degree in Computer Information Systems from California State Polytechnic University.

Joy Padilla, OSP Engineer

Joy Padilla has over 15 years of telecommunications experience in fiber to the premises (FTTP) and long-haul fiber network design in greenfield and brownfield environments for companies such as AT&T, google, tribal entities, and federal, state, and local governments. She has designed over 500 FTTP networks, fabricated several overbuild projects, and served as a key player in multiple mid-mile federal and state-funded projects. Over this time, joy has developed extensive experience with AutoCAD and network managing systems. In addition to her network design background, she has grant administration experience.

Previously, Joy was a key player in 3 middle-mile projects in California funded through the American recovery and reinvestment act. She also formerly managed a small construction and engineering firm specializing in telecommunications and was involved in day-to-day operations.

Joy is currently an outside plant engineer for Onward, working with multiple entities on engineering designs, utility composites, tract/parcel maps, and as-builts. She also creates and applies for city permits, including traffic control plans (TCP).

Kelly Brown, Director of Project Management

Kelly Brown is a dedicated professional who has made a significant impact during her impressive 12-year tenure at the company. She has traversed diverse roles throughout her journey, showcasing her versatility and expertise. Starting as a service delivery coordinator, Kelly's relentless pursuit of excellence propelled her to ascend to the prestigious position of Director of Project Management.

One of Kelly's notable achievements was her pivotal role in managing grant programs, explicitly overseeing grant management for multiple Onwards CASF grants. Notably, she led the charge in administering the California Broadband Cooperative D395 CASF grant, a project of immense importance in fostering widespread broadband access. Additionally, she spearheaded Onward's Nicasio grant, further reinforcing the organization's commitment to advancing connectivity.

Kelly is vital in our organization's Public and Private Partnership Projects. In this capacity, she is a project manager, leading initiatives that bridge the gap between the public and private sectors. Her exceptional skills and strategic acumen are evident in successfully managing projects for the City of Hidden Hills and the City of Culver City. Kelly's contributions have been instrumental in forging strong partnerships and ensuring the seamless execution of these initiatives.

Kelly Brown's unwavering dedication, a wealth of experience, and exceptional leadership qualities continue to significantly impact our company and beyond. Her commitment to driving progress and her ability to navigate complex projects make her an invaluable asset to our team.

Matthew Smolke, Sales Engineer

Matthew Smolke has over 15 years of experience in telecommunications, IT services, and business consulting. Matthew was the founder and president of a Managed Service Provider and business consulting firm where he played a key role in the engineering, development and optimization of client networks throughout the California and Washington. Matthew also worked as a Senior Business Development Manager at Comcast Enterprise and as a Regional Sales Manager at Clearwire.

Matthew is currently a Sales Engineer for Onward, where he works with multiple departments to develop and implement fiber solutions for businesses and municipalities throughout California. He also leads Onward's proposal process and negotiations for new partnerships with municipalities and serves as a city liaison through the project launch. Matthew graduated with a business degree from the University of Washington.

Lael Dandan, Director of Customer Service & Billing

Lael Dandan serves as the Director of Customer Service and Billing at Onward. She holds a Bachelor's degree in Cultural Anthropology and boasts over 20 years of experience in the telecommunications sector. Her professional journey in this field has been diverse and extensive, ranging from HR responsibilities to managing billing operations.

In her tenure at Onward, Lael has been instrumental in establishing the procedures and processes for our sales to cash operations. Her steadfast dedication to improving workflows, along with her innovative approach, has consistently enhanced both efficiency and customer experience.

Lael's recent achievements include the development of new residential offers and the successful deployment of Onward's Command IQ app. Available on both Google Play Store and Apple App Store, this app empowers customers to take control of their service management. With her focus on customer satisfaction and service innovation, Lael continues to play a vital role in Onward's growth and success.

Licensing & Certifications



Onward is a DBA of Inyo Networks, Inc., a California telephone corporation (registered California C-Corporation) and Incumbent Local Exchange Carrier (ILEC), with foreign corporation status in the State of Nevada and public utility operating as a Competitive Local Exchange Carrier (CLEC) regulated by the California Public Utilities Commission under CPC Number U-7159-C. Both the Nevada Public Services Commission (NPSC) and the California Public Utilities Commission (CPUC) exercise regulatory oversight of Inyo Networks.

Inyo Networks has also obtained Eligible Telecommunications Carrier (ETC) status which enables it to access Federal Universal Service Administrative Company (USAC) in support of healthcare, libraries and educational institutions.



2. Contact Information

Nick Keeler
President/CEO
808-478-2898
nkeeler@getonward.com

Inyo Networks Inc. dba Onward
10621 Church Street, Suite 100 Rancho Cucamonga, CA 91730

3. California Contractor License Number

FONTES CONSTRUCITON - License # 809317

4. Identify any subcontractors that you will use for this project

For Inyo County projects we would use Westech Industries and Fontes Construction.

5. Indicate whether you are currently a network operator, and if so, identify any areas or towns in Inyo County where you provide last-mile services

Onward is a network operator as mentioned in the Qualifications Package section. Onward does not provide last-mile service for any customers in Inyo County. Onward currently serves as the operator for California Broadband Cooperative in Inyo County. CBC provides last-mile services in Inyo County for towns along the I-395, and these services are delivered by Onward.

6. Scope of Work Statement

Onward is proposing a FTTH network to all the communities outlined in the Furnace Creek Last-Mile Design Project. Onward will focus on the estimated 500 locations that are currently not served or underserved while keeping in mind that the last mile FTTH and middle mile networks are going to be operated as open access networks. Onward as part of its field will design and engineer access points to interconnect future FTTH projects into the open access network. Onward will do this as in a phased approach in order to produce baseline maps and engineering to take advantage of any State or Federal Grants designed to close the digital divide. Onward's phases and timeline are as follows:

Phase 1 Desktop Study:

The engineering team will create initial engineering drawings that connect the last mile to the middle-mile network. These drawings will be developed through a desktop study using Google Earth (aerial and Streetview) to show conduit, splice boxes, and fiber design. A comprehensive bill of materials will also be included to estimate costs for grant funding.

Phase 2 Fielding:

The field engineer team will utilize the initial engineering design from Phase 1 to conduct on-site fieldwork. The purpose of this fielding process is to update the Phase 1 Engineering designs based on the actual conditions in the field, such as existing utilities and culverts, which may impact the overall design.

Phase 3 Final Engineering for Construction/Permitting:

The engineering team will incorporate the field engineer's revisions into the designs. Once completed, the final engineering drawings will be ready for construction and permitting, ensuring they meet all requirements.

Timeline:

- Phase 1 Desktop Study – Week 1 to Week 2
- Phase 2 Fielding – Week 3 to Week 4 (This is roughly two areas per day)
- Phase 3 Final Engineering for Construction/Permitting – Week 5 to Week 8

7. Identify the spreadsheet filename of the data that you used to prepare your proposal.

Please see attached spreadsheet - Furnace Creek Tabs (Highlighted Green): LATA CensusBlocks - 20220824 - County of Inyo 1A+1B+2A+Furnace Creek.xlsx

8. Identify any groupings of subprojects included in your proposal

Onward's proposal for the Inyo County Inyo-Furnace-Creek-Design does not segregate the project into discrete subprojects for cost estimation. Given the scale of the smaller locations within the project(s) in Inyo County, we approached the entire section holistically, using a weighted average to derive our overall pricing. This strategic decision reflects our unified and comprehensive approach to project delivery.

9. Identify any groupings of subprojects included in your proposal

N/A - No subprojects.

10. Describe in detail how you will satisfy the Project Scope of Work for each subproject or group of subprojects in your proposal

Phase 1 Desktop Study:

The engineering team will create initial engineering drawings that connect the last mile to the middle-mile network. These drawings will be developed through a desktop study using Google Earth (aerial and Streetview) to show conduit, splice boxes, and fiber design. A comprehensive bill of materials will also be included to estimate costs for grant funding.

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Timeline:

- Phase 1 Desktop Study – Week 1 to Week 2
- Phase 2 Fielding – Week 3 to Week 4 (This is roughly two areas per day)
- Phase 3 Final Engineering for Construction/Permitting – Week 5 to Week 8

11. Detail the costs associated with the project deliverables for each subproject in your proposal

Onward has established a comprehensive quote of \$90,000 for the entirety of the Furnace Creek project scope. As our approach does not separate the communities into distinct subprojects but rather by project phases, our billing procedure aligns with the completion of each phase. The cost distribution for each phase is as follows:

Phase 1: Desktop Study will constitute 34% of the total cost.

Phase 2: Fielding will make up 33% of the overall expense.

Phase 3: Final Engineering for Construction/Permitting will also account for 33% of the project cost.

This phased billing method ensures cost transparency and allows for the systematic allocation of resources throughout the project.

12. Indicate the average cost of the detailed engineering design plans per subscriber location for each subproject or group of subprojects

Onward did not use subprojects. See answer above.

13. Indicate whether your company can construct the network infrastructure that you are proposing

Onward is equipped to provide comprehensive services for the Inyo County Open Access Network project, encompassing design, engineering, operation, and construction management. However, it's important to note that the actual construction work will be outsourced in accordance with Inyo County's procurement guidelines.

14. Estimate the rough-order-of-magnitude construction costs associated with each subproject in your proposal.

Town	Unserved Population	Served Population	Total Population	Middle Mile Footage	Middle Mile Cost Estimate	Last Mile Cost Estimate	Total cost Estimate
				Middle Mile		Last Mile	
Furnace Creek Option 1	500	500	500	453,192	\$ 63,446,880	\$ 5,000,000	\$ 68,446,880
Furnace Creek Option 2	500	500	500	967,047	\$ 135,386,580	\$ 5,000,000	\$ 140,386,580

15. Indicate the average cost of the anticipated network construction per subscriber location for each project or subproject

Please see attached spreadsheet - Furnace Creek Tabs (Highlighted Green): LATA CensusBlocks - 20220824 - County of Inyo 1A+1B+2A+Furnace Creek.xlsx

16. Describe the Internet service speeds that will be attainable with this solution, including the following:

- **Meets 100Mbps synchronous**
- **Meets 1Gbps synchronous**
- **Exceeds 1Gbps synchronous**

Onward proposes a fiber-to-the-home project that involves dedicated fiber connections to each home, which then connects back to a distribution cabinet. This cabinet can be either active or passive, depending on the availability of the middle-mile network. For the layer 2 distribution, we propose utilizing Calix's XSGPON technology.

With the implementation of Calix's XSGPON, we can achieve internet service speeds that meet the current demand for 1 Gbps synchronous speeds and can scale up to 10 Gbps synchronous speeds. This scalability is achieved by simply changing out the ONT (Optical Network Terminal) without requiring additional hardware changes.

The proposed solution supports synchronous speeds of up to 2 Gbps without hardware modifications. Along with the high-speed connectivity, the solution also includes the integration of Calix U4 enhanced Wi-Fi router, further enhancing the overall wireless network performance.

In summary, the fiber-to-the-home project, utilizing Calix's XSGPON technology, offers the capability to deliver synchronous internet speeds of up to 2 Gbps initially, with the flexibility to scale up to 10 Gbps in the future by upgrading the ONT. Including the Calix U4 enhanced Wi-Fi router ensures users a robust and efficient wireless network experience.

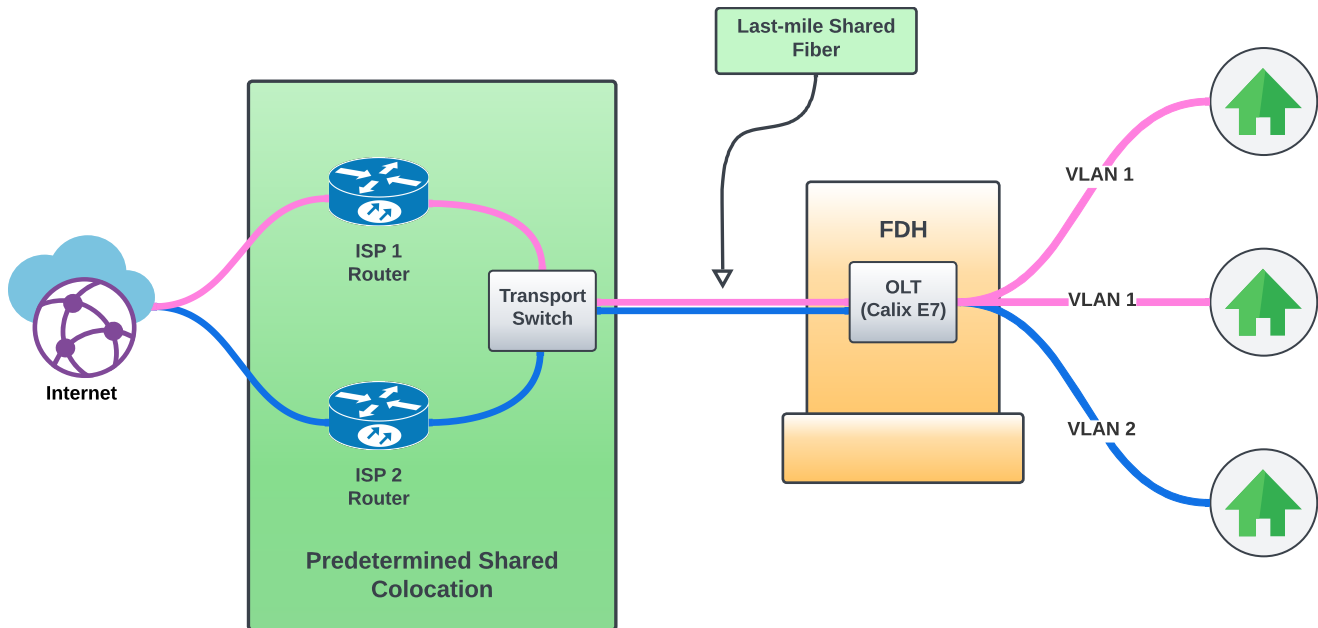
17. Indicate whether the proposed solution will support open-access, last-mile network infrastructure

The proposed solution from Onward would indeed support open-access network infrastructure, although it operates at the layer 2 level of the OSI model rather than layer 1. To enable open-access, Onward's approach involves assigning different Virtual Local Area Networks (VLANs) to each Internet Service Provider (ISP). These VLANs serve as pathways to transport the ISP's customer traffic to their respective routers or peering points.

To interconnect with the county's last-mile networks, each ISP would be required to collocate at a predetermined location or data center. This collocation would facilitate the necessary interconnections between the ISPs and the last-mile networks, allowing for seamless traffic flow and network integration.

While the solution doesn't operate at the layer 1 level, the implementation of VLANs and the designated collocation points enable multiple ISPs to access and utilize the last-mile network infrastructure, promoting open-access capabilities within the network architecture.

Please see the diagram below for a visual representation:



18. Indicate whether the proposed solution will connect to an open-access, middle-mile network

The proposed solution will connect to an open-access, middle-mile network. Specifically, it requires backhaul and transport to the existing open-access middle-mile network owned by California Broadband Cooperative Inc., also known as Digital 395.

By leveraging the infrastructure provided by Digital 395, the proposed solution can establish the necessary connectivity between the last-mile network and the wider internet. This connection enables efficient data transmission and access to various online services and resources.

The utilization of Digital 395's open-access middle-mile network ensures that multiple service providers and users can benefit from the connectivity, promoting a competitive and diverse internet landscape. It facilitates the efficient exchange of data and promotes the availability of high-quality, reliable internet services across the region.

19. Indicate whether the proposed solution will include additional middle-mile network, and if so, whether that middle-mile network will be designed to be operated as an open-access, middle-mile network

The proposed solution does require the construction of additional middle-mile infrastructure to facilitate interconnections. This newly built middle-mile network would be designed and operated as an open-access middle-mile network, fostering competition and accessibility.

The implementation of the open-access middle-mile network encompasses both the layer 1 and layer 2 levels of the OSI model. This ensures that service providers and users can connect and exchange data seamlessly, regardless of their specific network requirements.

By operating as an open-access middle-mile network, the infrastructure enables multiple service providers to utilize the network for interconnections, promoting a competitive and diverse internet landscape. This open-access approach fosters innovation, choice, and fair market participation among service providers, ultimately benefiting end-users with enhanced connectivity and a wider range of services.



(Map detail on following page)



County of Inyo
Furnace Creek RFP
Date: 7/15/2024



Confidential & Proprietary Information
The information contained herein, is not for use or disclosure outside
Onward or their affiliated companies except under written agreement

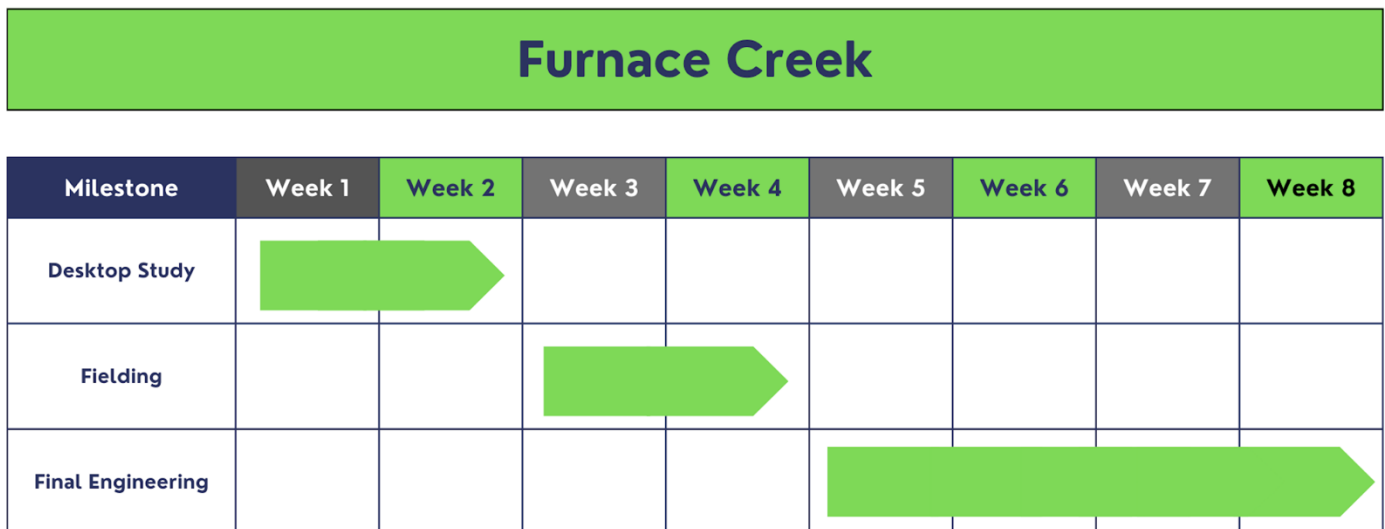
 Furnace Creek Boundary
 Existing Middle Mile

Routes

 Option 1
 Option 2

20. Develop a project plan with staff resource scheduling and a timeline

Onward will be deploying a team that consists of two full-time engineers and a fielder to execute the project. Our projection indicates that the Furnace Creek phase of this initiative will span 8 weeks. For a detailed overview of the project timeline, please refer to the attached chart.



21. Demonstrate qualifications and experience by providing examples and descriptions of network infrastructure design projects for at least three customers that demonstrate the understanding of, and the ability to design last-mile network infrastructure solutions.

Onward brings substantial qualifications and experience in designing and implementing last-mile network infrastructure solutions, as demonstrated by our work on several significant projects:

Nicasio, CA: In Nicasio, Onward designed and constructed a Fiber-to-the-Home (FTTH) network that served 290 residences. This project involved deploying Calix XGS-PON technology, positioning Onward as the first service provider in California to offer multi-gig services. The California Advanced Services Fund (CASF) funded the project, reflecting our ability to secure funding and deliver high-quality infrastructure solutions.

Hidden Hills, CA: Onward designed another FTTH network in Hidden Hills, California, serving 690 homes. While the construction will be outsourced, Onward will manage the project, overseeing the installation and ensuring all requirements are met. Our involvement resulted in a network that provides a minimum of 2 Gig synchronous Internet service to each customer, showcasing our commitment to delivering high-speed connectivity.

California Broadband Cooperative: Onward played a significant role in the design, engineering, and construction management of the Digital 395 project, a grant initiative sponsored by the National Telecommunications and Information Administration (NTIA) and CASF. The Digital 395 network extends 450 miles from Reno, Nevada, to Barstow, California, and serves over 290 anchor institutions. This project is a testament to our capacity to manage large-scale infrastructure initiatives, particularly those involving multiple stakeholders and geographic areas.

In each of these examples, Onward has demonstrated a thorough understanding of last-mile network infrastructure design and the ability to implement these solutions successfully. Our experience and expertise enable us to deliver high-quality services tailored to the needs of diverse communities and stakeholders.

22. Include at least 3 customer references with email addresses and phone numbers

1. Kerry Kallman, City Manager, City of Hidden Hills
kerry@hiddenhillscity.org
818-888-9281
2. Michele Williams, CIO, Culver City
michele.williams@culvercity.org
310-253-5950
3. Eric Blantz
eblantz@gmail.com
415-847-1232

23. Identify your company's proximity to the County of Inyo for the purposes of understanding our region's unique and challenging geography for this project

Onward maintains a strong local presence in the region surrounding Inyo County, which places us in an advantageous position to understand and address the unique geographical challenges

of this project. We currently have four dedicated employees stationed on the eastern side of the Sierra Nevada mountain range.

Additionally, we operate an office in Bishop, California, and have a maintenance yard in Laws, California. This proximity and existing infrastructure demonstrate our established commitment to the region and ensure that we can promptly address any project requirements or challenges that arise during the implementation of the network infrastructure in Inyo County.

24. Describe your financial, operational, and technical capacity to execute the project successfully within the specified timeframe

Onward possesses financial, operational, and technical capabilities that successfully position us to execute the proposed project within the stipulated timeline. As detailed in our response to this Request for Proposals (RFP), we have demonstrated considerable resources and expertise.

In terms of our staff, we have a dedicated team of engineers who are experienced and skilled in managing and executing projects of this scale and complexity. This guarantees that we have the necessary human resources to handle the technical demands of the project efficiently.

Furthermore, Onward has a well-established operational presence in Inyo County, underpinned by extensive local knowledge and practical experience. This ensures that we can swiftly address any regional-specific issues or challenges that may arise during project execution, contributing to our ability to deliver within the specified timeframe. However, the timeline outlined in the RFP is not feasible.

Overall, our stability and operational and technical proficiency equip us with the capacity to successfully execute this project, adhering to the defined timeline and delivering a high-quality network infrastructure solution.

25. State whether you will be able to enter into a County of Inyo Contract #151 (Exhibit A to this RFP)

Affirmative, Onward is fully prepared to enter into Contract #151 with the County of Inyo as stipulated in Exhibit A to this Request for Proposals (RFP). We are ready to commit to the terms and conditions laid out in the contract and look forward to the opportunity to collaborate on this project.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-206

Appoint Three Members to the Emergency Medical Care Committee

Health & Human Services - EMCC

ACTION REQUIRED

ITEM SUBMITTED BY

Anna Scott, Health & Human Services Director

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Appoint or reappoint the following individuals to two-year terms on the Inyo County Emergency Medical Care Committee (EMCC) ending December 31, 2026: Billy Eichenbaum to represent Southern Inyo Fire Protection District; Jacinda Thomsen to represent Northern Inyo Healthcare District; and Chief Carl Bursell to represent Lone Pine Volunteer Fire Department.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

Four EMCC terms (three appointed and one at-large position) expired on December 31, 2024. In addition, the Southern Inyo Fire Protection District (SIFPD) position became vacant in July 2024 when the previous appointee left his position, bringing the total number of vacant or expired seats to five. The new SIFPD Chief, William Lutze, has requested that Billy Eichenbaum be appointed to the SIFPD seat. Two of the positions requests are for reappointments of representatives of Northern Inyo Hospital (Jacinda Thomsen) and Lone Pine Volunteer Fire Department (Chief Bursell). Each of the three requested appointments or reappointments will fill two-year terms ending December 31, 2026.

One seat designated for a representative of the Southern Inyo Hospital District also expired on December 31, 2024 and the Department is working with the hospital to identify a designee to fill that position.

One member-at-large seat has been held for several years by Mr. LeRoy Kritz, a former Lone Pine Fire Chief. Mr. Kritz has indicated that he is not available to seek reappointment at this time. To fill that vacant seat, Inyo County advertised a Notice of Vacancy that resulted in a request for appointment from two community members. Those requests will be reviewed by the EMCC at their May 2025 meeting and will be brought to your Board for consideration at a future date.

The Health and Human Services Department would like to express our sincere appreciation for the many years of service LeRoy Kritz has dedicated to serving the Lone Pine community as the former fire chief and as a long-time EMCC member. His over four decades of experience in EMS and fire have made him a valuable contributor to historical knowledge and thoughtful input on the future of EMS in our rural communities.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Should the appointments not be approved, the EMCC would have four vacant agency-represented positions and one vacant Member-at-Large position.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Bishop Fire Department, Sierra Life Flight ground and air operations, Northern Inyo Healthcare District, Inland Counties Emergency Management Agency (ICEMA), Big Pine Volunteer Fire Department, Southern Inyo Fire Protection District, Independence Volunteer Fire Department, Olancho-Cartago Volunteer Fire Department, Lone Pine Volunteer Fire Department, and Southern Inyo Hospital District.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services
High Quality Services | Public Safety and Emergency Response

APPROVALS:

Anna Scott	Created/Initiated - 3/19/2025
Darcy Israel	Approved - 3/19/2025
Melissa Witting	Approved - 3/27/2025
Melissa Best-Baker	Approved - 3/28/2025
Gina Ellis	Approved - 3/31/2025
Anna Scott	Approved - 4/17/2025
Amy Shepherd	Approved - 4/18/2025
Keri Oney	Approved - 4/21/2025
John Vallejo	Approved - 4/21/2025
Nate Greenberg	Final Approval - 4/22/2025

ATTACHMENTS:

1. Lone Pine Fire Department
2. Northern Inyo Hospital District
3. Southern Inyo Fire Protection District

Melissa Witting

From: carl bursell <carl_bursell2000@yahoo.com>
Sent: Monday, February 24, 2025 2:32 PM
To: Melissa Witting
Subject: Re: Emergency Medical Care Committee non-secure

Melissa, I am interested and would still like to be a member of the EMCC committee representing Lone Pine Fire Department for another 2 year term.

Thank you,
Carl Bursell

Carl Bursell
Fire Chief

Lone Pine Fire Department
130 N Jackson St.
PO Box 1007
Lone Pine, CA 93545
Cell: (760) 920-3494
carl_bursell2000@yahoo.com

On Monday, February 24, 2025, 2:23 PM, Melissa Witting <mwitting@inyocounty.us> wrote:

Good Afternoon, Chief Bursell,

This letter is to inform you that your 2-year term on the Emergency Medical Care Committee expired on 12/31/24. We hope that you are still interested on being a member of this committee and would like to extend your term for another 2-years. Please confirm no later than Friday, February 28, 2025, if you wish to extend your term to 12/31/26 or if you would like to designate another representative from Lone Piner Volunteer Fire Department.

Thanks!

Melissa Witting

From: Jacinda Thomsen <Jacinda.Thomsen@nih.org>
Sent: Friday, March 7, 2025 9:35 AM
To: Melissa Witting
Subject: RE: Emergency Medical Care Committee non-secure

Melissa,

I, Jacinda Thomsen would like to continue with the appointment of EMCC member for the next 2 year term for Northern Inyo Hospital District. I continue as the prehospital liaison nurse (PLN) for Northern Inyo Hospital and ICEMA.

Sincerely,
Jacinda Thomsen

From: Melissa Witting <mwitting@inyocounty.us>
Sent: Tuesday, March 4, 2025 1:51 PM
To: Jacinda Thomsen <Jacinda.Thomsen@nih.org>
Subject: [EXTERNAL MAIL]Emergency Medical Care Committee non-secure

**** This message has originated from outside the NIH network and has been tagged as EXTERNAL ****

**** Use care when opening attachments. Attachments are a common method for delivering malware. Do you know the sender? Were you expecting this attachment? If the message appears suspicious to you in any way, DO NOT click on any links or open the attachment(s) and NEVER FORWARD any emails that you have questions about.**

If you are unsure what to do please Contact the service desk by email or phone servicedesk@nih.org or X2835. ******

Good Afternoon Jacinda,

This letter is to inform you that your 2-year term on the Emergency Medical Care Committee expired on 12/31/24. We hope that you are still interested on being a member of this committee and would like to extend your term for another 2-years. Please confirm no later than Friday, March 7, 2025, if you wish to extend your term to 12/31/26 or if you would like to designate another representative from Northern Inyo Hospital District.

Thanks!

Anna Scott, HHS Director
1360 North Main Street, Suite 201
Bishop, California 93514

Telephone: (760) 873-3305
FAX: (760) 873-6505
hhs-admin@inyocounty.us

County of Inyo
Health and Human
Services Department
Anna Scott, Director

Memorandum

To: Inyo County Board of Supervisors

From: Anna Scott, HHS Director

Date: March 3, 2025

Re: EMCC designee for Southern Inyo Fire Protection District

The seat on the Emergency Medical Care Committee that is designated for a representative for the Southern Inyo Fire Protection District has been vacant since July 2024. I spoke to SIFPD Chief, Bill Lutze, on March 3, 2025 and he confirmed that he would like to designate Billy Eichenbaum as the EMCC representative for the SIFPD.



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-192

Mono County Eastern Sierra Area Agency on Aging Contract

Health & Human Services - ESAAA

ACTION REQUIRED

ITEM SUBMITTED BY

Melissa Best-Baker, Deputy Director - Fiscal
Oversight and Special Operations

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the contract with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County eligible residents, in the total, not-to-exceed amount of \$1,000,000 for the period of July 1, 2024 through June 30, 2025, and negotiable for a maximum of two additional one-year periods, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

For many years, the County of Inyo has acted as the administrative entity for the California Department of Aging's (CDA) Planning and Service Area (PSA) 16, which funds senior services in Inyo and Mono counties under the Eastern Sierra Area Agency on Aging (ESAAA). Each year, CDA sends out allocations for PSAs throughout the state. After the allocation is received, the Inyo County Health and Human Services Department breaks down the allocations into what is available for Inyo County services and what is available for the Mono County sub-contract based on the percentages approved for the ESAAA four-year planning period, unless otherwise amended by your Board. Contingent upon State allocations in future years, the amounts allocated to PSA 16 could be lower or higher, necessitating an annual option to amend the Mono County contract amount.

During the most recent California Department of Aging (CDA) monitoring visit for the ESSAA program, CDA required that the Department provide the option to negotiate sub-contract funding annually for three additional years to mirror the CDA four-year funding cycle, with contingencies for annual updates and changes. In order to implement this request, the Department, in consultation with Mono County staff and Inyo County Counsel, has changed the contract terms to both reflect a different term and to align funding based on the percentages that have been recommended by the ESAAA Advisory Council and approved by your Board. These changes to the contract will allow monitoring and payment of the allocations based on the approved percentages rather than using the estimated amounts for the next four years. The new contract language will also relieve administrative burden for both counties by allowing the contract amount to be adjusted annually without requiring additional amendments to the contract.

This contract is coming before your Board as a ratification due to the extensive modifications to contract terms that needed to be negotiated and approved by both counties over the past several months.

FISCAL IMPACT:

Funding Source	Grant Funded (California Department of Aging)	Budget Unit	683000
Budgeted?	Yes	Object Code	5539
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$215,248 for the period between July 1, 2024 and June 30, 2025
Future Fiscal Year Impacts
Up to \$784,752 for the period between July 1, 2025 and June 30, 2028
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this request, resulting in the possibility of Mono County not being able to access the funds that are available to them for senior services and requiring Inyo County to provide direct services in Mono County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

California Department of Aging, Mono County

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services
Economic Enhancement | Collaborative Regional Economic Development
High Quality Services | High-Quality County Government Services

APPROVALS:

Tyler Davis	Created/Initiated - 3/12/2025
Darcy Israel	Approved - 3/12/2025
Tyler Davis	Approved - 3/12/2025
Melissa Best-Baker	Approved - 3/21/2025
Anna Scott	Approved - 4/4/2025
Christian Milovich	Approved - 4/22/2025
John Vallejo	Approved - 4/22/2025
Amy Shepherd	Approved - 4/22/2025
Nate Greenberg	Final Approval - 4/22/2025

ATTACHMENTS:

1. Mono County ESAAA Contract

**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO
FOR THE PROVISION OF SENIOR SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Community-Based Senior services of Mono County Social Services of the County of Mono (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. INITIAL TERM AND OPTIONS.

The initial term of this Agreement shall be from July 1, 2024 to June 30, 2025 unless sooner terminated as provided below. At the expiration of the initial term, the parties may extend the Agreement in increments of one-year periods for a total of two years as follows:

- a. From July 1, 2025 through June 30, 2026
- b. From July 1, 2026 through June 30, 2027

Any extension shall be mutually agreed-upon in writing at least thirty (30) days before the expiration of the Agreement, or an extension thereof and shall be upon the same terms and conditions as stated in this Agreement.

The written notice extending the contract shall specify the period of the extension.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor for the services and work described in Attachment A to be performed by Contractor at the County's request as follows:

Each year, Inyo County receives money from the California Department of Aging (CDA) to fund services provided in Program Service Area (PSA) 16. PSA 16 includes Inyo and Mono Counties. Funds are disbursed from the CDA to Inyo County, and Inyo County passes a certain percentage of the funds on to Mono County. The percentages to be passed on to Mono County are dictated by the PSA 16 Area Plan that is developed and approved by the Eastern Sierra Agency on Aging, the Inyo County Board of Supervisors, and the CDA. Pursuant to the current PSA 16 Area

Plan, the percentages for each service area to be disbursed to Mono County are (these percentages may change with Area Plan updates within the term of the contract):

IIIB Supportive Services: Assisted Transportation - 20% of funds received from
CDA IIIB Supportive Services: Transportation - 14% of funds received from CDA
C1 Congregate Meals - 16% of funds received from CDA
C2 Home Delivered Meals - 20% of funds received from CDA

The parties understand that the exact dollar amount that Inyo County will pay to Mono County under this contract is dependent upon the allocations that Inyo County receives each fiscal year from the CDA. However, the exact dollar amounts shall be dictated by the percentages set forth above.

The parties agree and understand that the CDA releases its annual allocations on or about April of each year, that the CDA releases one-time-only (OTO) monies and/or adjustments on or about September of each year, and that the CDA may be releasing special COVID-19 response monies. The parties agree that all three types of allocations shall be distributed between Inyo and Mono Counties pursuant to the percentages set forth above. In order to receive its percentage of the CDA allocations, Mono County shall submit an Area Plan Budget (CDA 122) to Inyo County each fiscal year within 30 days of Inyo County's receipt of allocations and notification to Mono County, as required by the CDA.

Inyo County expressly reserves the right to deny any payment or reimbursement requested by Mono County for services or work performed which is in excess of the contract limit.

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by Inyo County to Mono County for services and work performed for all terms of this Agreement, which span from July 1, 2024 to June 30, 2027, shall not exceed one million dollars (\$1,000,000.00).

E. Billing and payment. Contractor will also submit an invoice for the actual monthly expenditures and County of Inyo will reimburse based on the actual expenditures. The monthly invoice shall be submitted by Contractor to County of Inyo by the 20th of the month for services delivered in the previous month, and shall be paid by County of Inyo by the end of the month after the invoice is received. Appropriate backup showing the actual expenditures must also be attached to the invoice.

Contractor will also provide a monthly summary of service activity by the 10th of the following month in the categories specified in the PSA 16 Area Plan. The monthly summary shall identify units of service provided in each category according to administrative requirements specified by the County.

Contractor will submit, as required by the CDA, the Financial Closeout Report (CDA 180) within 25 days following the end of the fiscal year or within 30 days following termination prior to the end of the contract period, unless otherwise specified by the CDA.

Budgets, invoices, service activity reports and close-out reports shall be submitted to Inyo County Health & Human Services, P.O. Drawer A, Independence, CA 93526 or by electronic means specified by the County of Inyo.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County. This provision does not preclude the Contractor from retaining copies of any records it is required to maintain for purposes related to the services provided pursuant to this Agreement.

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records. This provision does not prohibit Contractor from retaining any records, for longer than four years, that it is required to retain for purposes related to the services provided under this Agreement.

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

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

15. DEFAULT.

If the Contractor abandons the work or fails to proceed with the work and services requested by County in a timely manner or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and shall provide Contractor with written notice of default. Contractor shall have thirty (30) days to cure the default, or a reasonable time period if thirty (30) days would not be sufficient to cure with reasonable efforts. If Contractor does not cure the default within the allotted time, County may terminate this Agreement upon upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver

of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo
Health and Human Services
PO Drawer H
Independence, CA 93526

Contractor:
County of Mono
Health and Human Services
PO Box 576
Bridgeport, CA 93512

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO
FOR THE PROVISION OF SENIOR SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

Signature

By: _____

Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Inyo County Counsel

Christian E. Milovich
Christian E. Milovich (Mar 12, 2025 12:51 PDT)

Mono County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg
Aaron Holmberg (Mar 12, 2025 13:52 PDT)

Inyo County Risk Manager

Mono County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO
FOR THE PROVISION OF SENIOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 8th DAY OF APRIL, 2025.

COUNTY OF INYO


By: _____

Signature

Print or Type Name

Dated: _____

CONTRACTOR

By:  _____
Lynda Salcido (Apr 9, 2025 14:48 PDT)

Signature

Lynda Salcido

Print or Type Name

Dated: Apr 9, 2025

APPROVED AS TO FORM AND LEGALITY:

Inyo County Counsel

Mono County Counsel



APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Inyo County Risk Manager



Mono County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO FOR THE PROVISION OF SENIOR SERVICES

TERM:

FROM: July 1, 2024 TO: June 30, 2025

SCOPE OF WORK:

Contractor will provide the senior services identified in the most current PSA 16 Area Plan (i.e. Home Delivered Meals, Congregate Meals, Transportation and Assisted Transportation) within Mono County according to the requirements of the statutory provisions of the Title III and Title IV Programs [OAA 306] in accordance with State and federal laws and regulations and as outlined in Exhibit A, Exhibit B, Exhibit C and Exhibit D (attached). Exhibits A-D come from the contract between ESAAA and the California Department of Aging.

Contractor will provide a monthly summary of service activity by the 10th of the following month for Home Delivered Meals, Congregate Meals, Transportation and Assisted Transportation in terms of identified units of service according to administrative requirements specified by the County.

Contractor will participate in annual monitoring for program and fiscal activities. Contractor will provide a copy of their County Single Audit by April 15 each year.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO
FOR THE PROVISION OF SENIOR SERVICES**

TERM:

FROM: July 1, 2024 TO: June 30, 2025

SEE ATTACHED INSURANCE PROVISIONS

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability** (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
5. **Abuse/Molestation Liability** (Sexual assault and misconduct): Coverage with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. *(Provision waived if contract excludes direct service to minors, this is persons under the age of 18 years, or other vulnerable populations.)*
6. **Cyber Liability** insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses. *(Provision waived if contract excludes access, maintenance, or transmission of client or County medical, financial, or personnel records.)*

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

OTHER INSURANCE PROVISIONS

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

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

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

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

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

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

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

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

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

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

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

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III and Title VII Programs

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

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. Individuals eligible to receive a home-delivered meal are individuals who are:
 - i. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.)

[45 CFR 1321.69(a)].
 - ii. A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
 - iii. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
- 5. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]
- 6. **Older relative caregiver** means a caregiver who is –
 - a. Is age 55 or older; and
 - b. lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
 - c. In the case of a caregiver for a child --
 - i. is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
 - ii. is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
 - iii. has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- d. In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability.

[OAA § 372(a)(3)]

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

ARTICLE I. PROGRAM DEFINITIONS (Continued)

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

ARTICLE I. PROGRAM DEFINITIONS (Continued)

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

ARTICLE I. PROGRAM DEFINITIONS (Continued)

22. **Title III D (Disease Prevention and Health Promotion Services)** means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs help older adults learn techniques and strategies to delay and/or manage chronic health conditions and include activities that improve nutrition, physical fitness, fall prevention, and emotional well-being. [OAA 361 Part D]
23. **Title III E Family Caregiver Support Program (FCSP) Categories** are:
- a. Information Services
 - b. Access Assistance
 - c. Support Services
 - d. Respite Care
 - e. Supplemental Services
- [OAA 373(b)(1)(2)(3)(4)(5)]

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

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

ARTICLE I. PROGRAM DEFINITIONS (Continued)

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

4. **Office of the State Long-Term Care Ombudsman**

(OSLTCO) means the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a program of CDA, OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 711(1), 712(a)(1), 712(h); 45 CFR 1324.1; Welf. & Inst. Code §§ 9710, 9716, 9717]

5. **Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the Office. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]

6. **State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of the Office. [OAA § 712(a)(1)(B)] [45 CFR 1327.1] [Welf. & Inst. Code § 9700]

7. **State Long-Term Care Ombudsman** hereinafter referred to as the **State Ombudsman** means the individual who heads OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in OAA § 712(3) [OAA §§ 712(a)(2); 45 CFR 1324.1; Welf. & Inst. Code §§ 9701(f), 9711]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

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

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

- D. Definitions Specific to Title III-C-1 and C-2 (augmentation funding to provide nutrition services to address the unmet need in California.)

1. **Meal Goal** means the number of meals the Contractor will provide to eligible clients. These meals may be provided through the Title III C-1 Congregate Meal program or the Title III C-2 Home Delivered Meal program.
2. **Unduplicated Client Goal** means the number of new eligible clients the contractor will provide nutrition services to via the Title III C-1 or the Title III C-2 program.
3. **Wait List** means a list of potential Title III C-2 clients, established and maintained by the Contractor and/or subcontractor, after the Contractor and/or subcontractor has reached its capacity.

ARTICLE II. SCOPE OF WORK

- A. The Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from CDA. A service unit reduction of greater than ten percent (10%) requires written approval from CDA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]

ARTICLE II. SCOPE OF WORK (Continued)

2. Establish and maintain an organization that shall have the ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
3. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.
4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
 - a. Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.
 - b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.
6. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).
8. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.

ARTICLE II. SCOPE OF WORK (Continued)

11. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
13. Monitor, on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. The contractor must follow up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two (2) years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.
14. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
 - a. Inspection of non-food preparation nutrition sites at least every other year.
 - b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - c. Inspection of central kitchens sites annually on-site.
[22 CCR 7634.3(d)]

ARTICLE II. SCOPE OF WORK (Continued)

15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
17. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
18. Provide program information and assistance to the public.
19. Maintain a four-year Area Plan, with annual updates, as specified in 22 CCR 7300 to 7320. The Area Plan and annual updates are due by May 1st of each year. The annual update shall be effective during the same term as this Agreement.
20. Maintain a program data collection and reporting system as specified in Exhibit E of this Contract.
21. Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).
22. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).
23. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).
24. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
25. Offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The Contractor or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
26. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]

ARTICLE II. SCOPE OF WORK (Continued)

27. Report a meal only once either as a Title III meal or a Title VI meal.
 28. Adhere to 48 CFR 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.
 29. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services’ (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.
[1 USC 7 - Section 3 of the Defense of Marriage Act]
 30. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, either as a direct service provider or through a subcontractor must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants’ placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.
- B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by OSLTCO, will:
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i)] [45 CFR 1324.19(a)(2)]
[Welf. & Inst. Code §§ 9701(a), 9712.5(b)]

ARTICLE II. SCOPE OF WORK (Continued)

2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii)] [45 CFR 1324.19(a)(3)] [Welf. & Inst. Code § 9712.5(d)]
3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Regardless of the source of the complaint, Ombudsman representatives must support and maximize resident participation in the process of resolving the complaint. [OAA § 712(a)(5)(B)(iii)] [45 CFR 1324.19(a)(1), 1324.19(b)] [Welf. & Inst. Code §§ 9701(a), 9712.5(a)]
4. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome. [OAA § 712(a)(5)(B)(vii); 45 CFR 1324.19(b)(2)(iii)]
5. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code § 15610.47. [Welf. & Inst. Code § 15630 et seq.]
6. Witness:
 - a. Advance health care directives for residents of skilled nursing facilities [Probate Code 467500]
 - b. Property transfers with a fair market value of more than \$100 from residents in long-term health care facilities to owners, employees, agents, or consultants of facilities and their immediate families or representatives of public agencies operating in facilities and members of their immediate families. [HSC 1289]
7. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this Contract. [OAA § 712(c)] [Welf. & Inst. Code § 9716(a)].

ARTICLE II. SCOPE OF WORK (Continued)

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

ARTICLE II. SCOPE OF WORK (Continued)

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

ARTICLE II. SCOPE OF WORK (Continued)

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

AP-2021 Contract
Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS

A. Expenditure of Funds

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

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the State. [SCM 3.17.2.A(4)]

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

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

B. Accountability for Funds

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

AP-2021 Contract
Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS (Continued)

2. Financial Management Systems

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

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

C. Unexpended Funds

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

D. Funding Contingencies

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

AP-2021 Contract
Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS (Continued)

3. Limitation of State Liability

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

4. Funding Reduction(s)

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

E. Interest Earned

- 1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]

AP-2021 Contract

Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS (Continued)

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

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
 1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 2. Fringe Benefits.
 3. Contractual Costs – subcontract and consultant cost detail.
 4. Indirect Costs.

AP-2021 Contract

Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

5. Rent - specify square footage and rate.
 6. Supplies.
 7. Equipment - detailed descriptions and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs - a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
 2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
 3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.
 4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other

AP-2021 Contract

Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

B. One-Time Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.

AP-2021 Contract

Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

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

C. Matching Contributions

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

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

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Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

D. Area Plan Administration

Area Plan Administration is comprised of federal funds from Title IIIB, III C-1, III C-2, and IIIE.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

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

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

- 1. The Contractor may transfer any or all administrative funds into program without restrictions for each funding source – Title III B, C-1, C-2, & E. However, the Contractor shall not transfer funds designated for programs into administration line items.
- 2. The Contractor shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
- 3. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.
- 4. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the contract, and shall not include allocation transfers.

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Exhibit B – Budget Detail, Payment Provisions, and Closeout

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

E. Allocation Transfers

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

F. Matching Requirements

1. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
2. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).
3. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the minimum requirement of ten percent (10%).
6. Matching contributions generated in excess of the minimum required are considered overmatch.

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Exhibit B – Budget Detail, Payment Provisions, and Closeout

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

7. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.
8. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).
9. Expend not more than ten percent (10%) of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).
10. Limit expenditures for Title III E Supplemental Services to twenty percent (20%) of the total Title III E federal and matching non-federal share.

G. Program Development or Coordination

The Contractor shall not budget or fund Program Development or Coordination activities as a cost of Title III B Supportive Services until it has first budgeted and spent the total of its Title III B, C, & E funds allocated for Area Plan administration costs. During the Contract period, Program Development or Coordination activities and Area Plan administration activities can occur simultaneously. (See Article VI of this Exhibit for reconciliation during the closeout period.)

H. Equipment

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

- I. The Title IIIC nutrition augmentation funding may be transferred between General Fund C1 and General Fund C2 as needed to provide services to meet unduplicated client and meal goals. The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal Title IIIC1 and Federal Title IIIC2.

AP-2021 Contract
Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE V. PAYMENTS

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

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

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

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

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

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

E. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.

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

G. The funding balances for October 1 through February 28 will be based on the contract budget display from the contract amendment until transfers are approved by Administration for Community Living.

H. The funding balances for March 1st (or upon ACL approval whichever is the latter) through June 30th, will be based on the Contractor's final budget (CDA 122) (i.e., budget submitted with the contract amendment, the January 15th or April 30th budget).

ARTICLE VI. CLOSEOUT

A. The Area Plan Financial Closeout Report (CDA 180) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Fiscal Team. All contractors are required to submit Closeout Reports as instructed by CDA.

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Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE VI. CLOSEOUT (Continued)

- B. Federal funds will be reduced proportionately to maintain the required matching ratios if the Contractor fails to report sufficient match.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.
- D. Closeout reporting documents must be addressed to the CDA Fiscal Team.
- E. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

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

Special Terms and Conditions – Exhibit C

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. “Contractor” means the government entity awarded funds under this Agreement and is accountable to the County, State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
2. “County” means the Inyo County Department of Health and Human Services Eastern Sierra Area Agency on Aging (ESAAA).
3. “CCR” means California Code of Regulations.
4. “CFR” means Code of Federal Regulations.
5. “DUNS” means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
6. “Cal. Gov. Code” means California Government Code.
7. “OMB” means the federal Office of Management and Budget.
8. “Cal. Pub. Con. Code” means the California Public Contract Code.
9. “Cal. Civ. Code” means California Civil Code
10. “Reimbursable item” also means “allowable cost” and “compensable item.”
11. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.
12. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.
13. “USC” means United States Code.
14. “HHS” means United States Department of Health and Human Services.
15. “OAA” means Older American Act.

Special Terms and Conditions – Exhibit C

B. Resolution of Language Conflicts

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

1. The Grant Terms and Conditions.
2. The Older American Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Program memos and other guidance issued by CDA and transmitted by County.

ARTICLE II. ASSURANCES

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

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

B. Nondiscrimination

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

Special Terms and Conditions – Exhibit C

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

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

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

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

3. California Civil Rights Laws

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

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

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

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

C. Standards of Work

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

D. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of vendors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the County determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the County and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

E. Covenant Against Contingent Fees

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

Special Terms and Conditions – Exhibit C

F. Payroll Taxes and Deductions

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

G. Contracts in Excess of \$100,000

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

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

H. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it:
 - a. Is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Has not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.

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- d. Has not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to County in writing, any incidents of alleged fraud and/or abuse by the Contractor or its employees.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

I. Agreement Authorization

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

J. Contractor's Staff

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

K. DUNS Number and Related Information

1. The DUNS number must be provided to County prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.

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3. If County cannot access or verify “Active” status the Contractor’s DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor’s data entry for its DUNS number, the Contractor must immediately update the information as required.

L. Corporate Status

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

M. Lobbying Certification

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
 4. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
 5. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- N. The Contractor and its Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. COMMENCEMENT OF WORK

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

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, single audit report, and general ledgers. All records pertaining to this Agreement must be made available for inspection and audit by the County or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of County upon termination of this Agreement, and are returned to County or transferred to another

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contractor as instructed by County.

- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the County under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit/monitoring and may be disallowed by County during the audit/monitoring resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Agreement. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE V. ACCESS

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

ARTICLE VI. MONITORING AND EVALUATION

- A. Authorized County representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the County and State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

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- C. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by County.

ARTICLE VII. INSURANCE

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

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- E. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide the statement: "The County of Inyo, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the County of Inyo and State of California under this Agreement." Professional liability coverage is exempt from this requirement.
 2. County shall be named as the certificate holder and County's address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide County, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, County may, in addition to any other remedies it may have, terminate this Agreement.
- G. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to County with this Agreement.
- H. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE VIII. TERMINATION

A. Termination Without Cause

County may terminate performance of work under this Agreement, in whole or in part, without cause, if County determines that a termination is in the County's best interest. County may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to County a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the

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terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

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

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1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. County determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

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

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The Contractor shall:

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

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by County, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Agreement (Title III Only)

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

F. In the Event of a Termination Notice

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

ARTICLE IX. REMEDIES

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

ARTICLE X. DISSOLUTION OF ENTITY

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

ARTICLE XI. AMENDMENTS, REVISIONS OR MODIFICATIONS

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

ARTICLE XII. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to County for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting in writing to the Inyo County Health and Human Services ESAAA at 163 May Street, Bishop, California 93514 or mmann@inyocounty.us.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the Inyo County Health and Human Services ESAAA at 163 May Street, Bishop, California 93514.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

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ARTICLE XIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, shall have in place operational policies, procedures, and practices to protect County and State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov.

Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

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

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

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B. Encryption of Computing Devices

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

C. Disclosure

1. The Contractor, and its Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor is authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the County or CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

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D. Security Awareness Training

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

E. Health Insurance Portability and Accountability Act (HIPAA)

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

F. Security Incident Reporting

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

G. Security Breach Notifications

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

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H. Software Maintenance

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

I. Electronic Backups

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

J. Provisions of this Article

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

ARTICLE XIV. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Provision of Services

1. The Contractor shall take reasonable steps to ensure that “alternative communication services” are available to non-English speaking or Limited English Proficiency (LEP) beneficiaries of services under this Agreement.
[22 CCR 11162]
2. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.

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- e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.
[22 CCR 11162]

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

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

B. Compliance Monitoring

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

Special Terms and Conditions – Exhibit C

C. Notice to Eligible Beneficiaries of Contracted Services

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

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

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

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Exhibit D – Special Terms and Conditions

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

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

B. Resolution of Language Conflicts

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

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

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Exhibit D – Special Terms and Conditions

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

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

ARTICLE II. ASSURANCES

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

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

B. Subcontracts

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

C. Nondiscrimination

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

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

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

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

The Contractor shall, unless exempted, ensure compliance with the

ARTICLE II. ASSURANCES (Continued)

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

3. California Civil Rights Laws

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

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

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

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

D. Standards of Work

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

E. Conflict of Interest

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

ARTICLE II. ASSURANCES (Continued)

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

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

H. Facility Construction or Repair

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

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

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Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

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

I. Contracts in Excess of \$100,000

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

- 1. Clean Air Act, as amended. [42 USC 7401]
- 2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
- 3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
- 4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
- 5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

- 1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

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

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

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

K. Agreement Authorization

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

Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

L. Contractor's Staff

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

M. DUNS Number and Related Information

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

N. Corporate Status

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

ARTICLE II. ASSURANCES (Continued)

O. Lobbying Certification

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

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

ARTICLE IV. COMMENCEMENT OF WORK

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

ARTICLE V. SUBCONTRACTS

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

Exhibit D – Special Terms and Conditions**ARTICLE V. SUBCONTRACTS (Continued)**

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

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

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

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

Exhibit D – Special Terms and Conditions**ARTICLE V. SUBCONTRACTS (Continued)**

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

ARTICLE VI. RECORDS

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

ARTICLE VI. RECORDS (Continued)

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

ARTICLE VII. PROPERTY

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

ARTICLE VII. PROPERTY (Continued)

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

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

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

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

ARTICLE VII. PROPERTY (Continued)

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

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Exhibit D – Special Terms and Conditions

ARTICLE VII. PROPERTY (Continued)

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

ARTICLE VIII. ACCESS

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

ARTICLE IX. MONITORING AND EVALUATION

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

ARTICLE X. AUDIT REQUIREMENTS

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

Exhibit D – Special Terms and Conditions**ARTICLE X. AUDIT REQUIREMENTS (Continued)**

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

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

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

B. CDA Fiscal and Compliance Audits

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

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

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

California Department of Aging
Attention: Audits Branch
1300 National Drive, Suite 200
Sacramento, California 95834
 - b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
 - c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
 - d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
 - 2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
 - 3. Contract Resolution of Contractor's Subrecipients

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

Exhibit D – Special Terms and Conditions**ARTICLE X. AUDIT REQUIREMENTS (Continued)**

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

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

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

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

ARTICLE X. AUDIT REQUIREMENTS (Continued)

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

Exhibit D – Special Terms and Conditions**ARTICLE X. AUDIT REQUIREMENTS (Continued)**

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

[2 CFR 200.425]

ARTICLE XI. INSURANCE

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

Exhibit D – Special Terms and Conditions**ARTICLE XI. INSURANCE (Continued)**

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

ARTICLE XII. TERMINATION

A. Termination Without Cause

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

B. Termination for Cause

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

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

ARTICLE XII. TERMINATION (Continued)

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

C. Contractor's Obligation After Notice of Termination

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

The Contractor shall:

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

D. Effective Date

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

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ARTICLE XII. TERMINATION (Continued)

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

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

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

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

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

G. In the Event of a Termination Notice

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

ARTICLE XIII. REMEDIES

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

ARTICLE XIV. DISSOLUTION OF ENTITY

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

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ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

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

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting an Agency Contacts Designation Form (CDA045) to AAAcontactinfo@aging.ca.gov.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contacts Designation form (CDA 045) to AAAcontactinfo@aging.ca.gov. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended CDA 045.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

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

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

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

B. Encryption of Computing Devices

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

C. Disclosure

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

Exhibit D – Special Terms and Conditions**ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)**

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

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

D. Security Awareness Training

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

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

E. Health Insurance Portability and Accountability Act (HIPAA)

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

F. Information Integrity and Security Statement

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

G. Security Incident Reporting

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

H. Security Breach Notifications

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

I. Software Maintenance

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

J. Electronic Backups

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

Exhibit D – Special Terms and Conditions**ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)****K. Provisions of this Article**

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

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA**A. Copyrights**

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

B. Rights in Data

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

Exhibit D – Special Terms and Conditions**ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)**

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

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

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES**A. Needs Assessment**

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

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

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

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

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

Exhibit D – Special Terms and Conditions**ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)**

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

B. Provision of Services

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

Exhibit D – Special Terms and Conditions**ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)**

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

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

C. Compliance Monitoring

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

D. Notice to Eligible Beneficiaries of Contracted Services

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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

The Contractor shall assure that the following conditions are met:

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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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

15. The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.
- | | |
|--------|---|
| 93.041 | Special Programs for the Aging-Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3). |
| 93.042 | Special Programs for the Aging-Title III B & VII-A, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title III B & VII-A, Chapter 2). |
| 93.043 | Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services

(Title III D). |
| 93.044 | Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers

(Title III B). |
| 93.045 | Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III C). |
| 93.052 | National Family Caregiver Support Program-Title III, Part E. |
| 93.053 | Nutrition Services Incentive Program. |

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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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

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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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

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

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

B. Assurances Specific to the Ombudsman Program

The Contractor shall assure the following:

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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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

[OAA § 712(b)(1)(B)] [45 CFR 1324.11(e)(2)(iv)]
[Welf. & Inst. Code § 9724]

5. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]
6. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(5)(B)] [45 CFR 1324.13(c)(3)]
[Welf. & Inst. Code § 9719(a)]
7. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures.. [OAA §§ 705(a)(6)(C); 712(d)(2)]
[45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]
8. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(7)]
[45 CFR 1324.13(h)(10)] [Welf. & Inst. Code § 9717(c)] [Statewide Standards for Legal Assistance in California]
9. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Program Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program. [45 CFR 1324.13(f)]
10. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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

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

- 11. The Local Ombudsman Program Coordinator will attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]
- 12. The Local Ombudsman Program Coordinator shall inform CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues [45 CFR 1324.13(b),(c)].
- 13. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records.
[OAA § 705(a)(6)(C)] [45 CFR 1324.19(b)(2)(i)]
[Welf. & Inst. Code §§ 9725; 15633(c)]
- 14. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from CDA. [OAA § 712(c)]
[45 CFR 1324.13(d)] [Welf. & Inst. Code § 9716(a)]
- 15. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.

C. Assurances Specific to Legal Service Providers (LSPs)

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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.
9. Waiver of this section of the Contract may be obtained from CDA pursuant to Exhibit D, Article XV of this Agreement entitled, Amendments, Revisions, or Modifications.

ARTICLE II. REPORTING PROVISIONS

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

ARTICLE II. REPORTING PROVISIONS (Continued)

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

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

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

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

Reporting Period	Due Date
July 1 – June 30	September 30

3. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the Contractor shall submit to the Data Team (DataTeam.Reports@aging.ca.gov), a written explanation including the reasons for the delay and the estimated date of submission.
4. For web-based California Aging Report System (CARS) reports, the Contractor shall approve all data within ten (10) calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within ten (10) days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.

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

The Contractor shall submit program data reports electronically as follows:

1. Upload the NAPIS State Program Report (SPR) to CARS at <https://ca.getcare.com>.
2. Submit the California Legal Services Quarterly Aggregate Report Form (CDA 1022) via email to DataTeam.Reports@aging.ca.gov.

ARTICLE II. REPORTING PROVISIONS (Continued)

3. Submit performance data reports quarterly.
 4. Submit NAPIS SPR reports annually.
- D. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report in accordance with CDA requirements.
1. The Contractor shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.
 - a. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via email to DataTeam.Reports@aging.ca.gov.
 - b. The Annual Data Error Reports are due to CDA by a date specified by CDA, which can vary from year to year.
 2. The Contractor shall review and verify all quarterly and annual NAPIS SPR and CDA 1022 data for accuracy and make necessary corrections, in accordance with CDA requirements.
- E. Reporting Provisions Specific to the Ombudsman Program
- The Contractor shall take the following actions, or shall require its Subcontractor, the Local Ombudsman Program, to enter data into the Internet-based NORS utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.
1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data may be sent to the corresponding AAA.
 2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox (stateomb@aging.ca.gov) with a copy to the AAA.
- F. The Contractor shall have written reporting procedures specific to each program which include:

ARTICLE II. REPORTING PROVISIONS (Continued)

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

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

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

ARTICLE II. REPORTING PROVISIONS (Continued)

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

I. Reporting Provisions Specific to Title III C-2

he contractor shall provide quarterly data about their FY 2019-20 Title III C-2 Wait List(s), using a template provided by CDA, via email to CDANutritionandHealthPromotion@aging.ca.gov. The categories may include, but are not limited to the following:

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

ARTICLE III. APPEAL PROCESS

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

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

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

ARTICLE IV. TRANSITION PLAN

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

ARTICLE IV. TRANSITION PLAN (Continued)

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

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

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

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

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

B. Transition Plan

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

CDA OSLTCO
1300 National Drive, Suite 200
Sacramento, CA 95834
Attn: State Ombudsman
- 2. The Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:
 - a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.

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

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



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COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-70

Approval of Eastern Sierra Area Agency on Aging FY 2025-2026 Area Plan Update

Health & Human Services - ESAAA

ACTION REQUIRED

ITEM SUBMITTED BY

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

ITEM PRESENTED BY

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

RECOMMENDED ACTION:

- A) Approve the Eastern Sierra Area Agency on Aging (ESAAA) 2025-2026 Area Plan Update;
- B) Set minimum percentages for the Supportive Services subcategory as recommended by the ESAAA Advisory Council at 50% for Access category-Transportation, 10% for Legal Services, and 5% for In-home Services; and
- C) Authorize the Chairperson and HHS Director to sign the required Transmittal Letter.

BACKGROUND / SUMMARY / JUSTIFICATION:

Each year the Eastern Sierra Area Agency on Aging (ESAAA) is required to conduct an update of the Four-Year Plan previously submitted. As part of the process, a review of the minimum percentages set for distribution of Supportive Services (~\$100,000.00 per year) funding is conducted to establish minimum percentage funding levels for Legal, Access, and In-home services. A public hearing was held on April 4, 2025 and the ESAAA Advisory Council reviewed the Area Plan Update (APU) prepared by the Department, as well as reviewed the minimum percentage levels.

Following the close of the Public Hearing, the Advisory Council voted to recommend approval of the 2025-2026 Area Plan Update, including maintaining the minimum percentage levels as established in the Area Plan. Both the Department and the ESAAA Advisory Council respectfully recommend your Board's approval of the attached APU for submittal to the California Department of Aging and authorize the Board Chairperson and the HHS Director to sign the transmittal letter.

FISCAL IMPACT:

Funding Source	California Department of Aging (Federal and State Funding)	Budget Unit	683000
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditures	Sole Source?	N/A

If Sole Source, provide justification below

N/A

Current Fiscal Year Impact

Up to \$100,000 can be draw down in support of these programs.

Future Fiscal Year Impacts

Up to \$100,000 can be draw down in support of these programs.

Additional Information

This is the plan that allows us to draw down State and Federal funding for the senior programs.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Area Plan Update as presented and request modifications prior to approval for submission.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Mono County Social Services; California Indian Legal Services and California Department of Aging

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Tyler Davis	Created/Initiated - 3/31/2025
Darcy Israel	Approved - 4/1/2025
Morningstar Willis-Wagoner	Approved - 4/8/2025
Tyler Davis	Approved - 4/8/2025
Anna Scott	Approved - 4/8/2025
Gina Ellis	Approved - 4/10/2025
Melissa Best-Baker	Approved - 4/10/2025
John Vallejo	Approved - 4/10/2025
Amy Shepherd	Approved - 4/10/2025
Nate Greenberg	Final Approval - 4/17/2025

ATTACHMENTS:

1. Fiscal Year 25-26 Area Plan Update

Eastern Sierra Area Agency on Aging (ESAAA) for Planning & Service Area (PSA) 16

2025-2026 AREA PLAN UPDATE

*Submitted by
The Eastern Sierra Area Agency on Aging (ESAAA) Program
of the
Inyo County Health and Human Services Department
1360 N Main St. Suite 114
Bishop, CA 93514
(760) 872-0902*

*Inyo County Board of Supervisors/ESAAA Governing Board Chairperson Scott Marcellin
ESAAA Advisory Council Chairperson Sandra Lund
ESAAA Director Anna Scott
ascott@inyocounty.us*

AREA PLAN UPDATE (APU) CHECKLIST**Check one:** ☒ FY25-26 ☐ FY 26-27 ☐ FY 27-28*Use for APUs only*

AP Guidance Section	APU Components (Update/Submit A through G) ANNUALLY:	Check if Included
n/a	A) Transmittal Letter- <i>(submit by email with electronic or scanned original signatures)</i>	<input checked="" type="checkbox"/>
n/a	B) APU- <i>(submit entire APU electronically only)</i>	<input checked="" type="checkbox"/>
2, 3, or 4	C) Estimate- of the number of lower income minority older individuals in the PSA for the coming year	<input checked="" type="checkbox"/>
6	D) Priority Services and Public Hearings	<input checked="" type="checkbox"/>
n/a	E) Annual Budget, should match Org. Chart	<input type="checkbox"/>
8	F) Service Unit Plan (SUP) and LTC Ombudsman Program Outcomes	<input checked="" type="checkbox"/>
11	G) Legal Assistance	<input checked="" type="checkbox"/>

AP Guidance Section	APU Components (To be attached to the APU) ➤ <i>Update/Submit the following only if there has been a CHANGE to the section that was not included in the 2024-2028 Area Plan:</i>	Mark C for Changed	Mark N/C for Not Changed
1	Mission Statement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Needs Assessment/Targeting	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	AP Narrative Objectives:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	• System-Building and Administration	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	• Title IIIB-Funded Programs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	• Title IIIB-Program Development/Coordination (PD or C)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	• Title IIIC-1 or Title IIIC-2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	• Title IIID-Evidence Based	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	• HICAP Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	Senior Centers and Focal Points	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Title IIIE-Family Caregiver Support Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Disaster Preparedness	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Notice of Intent to Provide Direct Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	Request for Approval to Provide Direct Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Governing Board	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	Advisory Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17	Multipurpose Senior Center Acquisition or Construction	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18	Organizational Chart(s) (Must match Budget)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19	Assurances	<input type="checkbox"/>	<input checked="" type="checkbox"/>

TRANSMITTAL LETTER
2024-2028 Four Year Area Plan/ Annual Update
Check one: FY 24-25 ☒ FY 25-26 ☐ FY 26-27 ☐ FY 27-28

AAA Name: Eastern Sierra Area Agency on Aging

PSA 16

This Area Plan is hereby submitted to the California Department of Aging for approval. The Governing Board and the Advisory Council have each had the opportunity to participate in the planning process and to review and comment on the Area Plan. The Governing Board, Advisory Council, and Area Agency Director actively support the planning and development of community-based systems of care and will ensure compliance with the assurances set forth in this Area Plan. The undersigned recognize the responsibility within each community to establish systems in order to address the care needs of older individuals and their family caregivers in this planning and service area.

1. Scott Marcellin

(Type Name)

Signature: Governing Board Chair

Date

2. Sandra Lund

(Type Name)



Signature: Advisory Council Chair

4/8/2025

Date

3. Anna Scott

(Type Name)

Signature: Area Agency Director

Date

SECTION 1. MISSION STATEMENT

The guiding mission of Health and Human Services is **Strengthening Resilience & Well-Being in Our Community** and the mission of ESAAA is:

“To provide leadership in addressing issues that relate to older Californians; to develop community-based systems of care that provide services which support independence within California’s interdependent society, and which protect the quality of life of older persons and persons with functional impairments; and to promote citizen involvement in the planning and delivery of services.”

SECTION 2. DESCRIPTION OF THE PLANNING AND SERVICE AREA (PSA)

Planning and Service Area (PSA) 16, which includes the Counties of Inyo and Mono, is located at the eastern edge of California, approximately midway between the northern and southern boundaries of the state. The two-county area is a long triangle of which Mono County forms the apex and Inyo County the base. The east side of the triangle comprises about 300 miles of the California-Nevada border. Kern, San Bernardino, Fresno, Tulare and Alpine Counties share borders on the north, south and west. Total area exceeds 13,000 square miles. The total year-round population is approximately 31,593, but visitors and second homeowners double this at certain times of the year. The total aging population, based on most recent census data, is approximately 8,509 individuals aged 60 and older.

Resources are targeted based upon the Older Americans Act priority populations, looking not just at age distribution but also at issues of poverty, isolation, frailty, HIV status, and cultural/social isolation. These priority populations are distributed across the PSA with higher percentage of distribution in Inyo County. Close to 12% of our population is isolated geographically with 63% of those individuals residing in the Inyo County area. Approximately 5,408 individuals are eligible for Medi Cal, a significant increase from prior year projections, with approximately 3,551 considered low-income. The majority of low-income people over the age of 60, approximately 75%, also reside in Inyo County. Our minority population consists primarily of Native American and Latino community members. The number of persons living with HIV in the PSA is less than 1% with the majority (~70%) residing in Inyo County (2022 Data from California Department of Public Health). Extrapolating demographic information such as the number of individuals ages 60 or older is suppressed as this could potentially provide identify markers.

Connecting services to our most geographically isolated residents can be challenging. The PSA’s area can be divided into essentially two geographic regions. The Western portion includes the Sierra Nevada Mountain range, which, with its forest, lakes, streams, and ski slopes, plays a major role in the resources and economy of the area, attracting outdoors enthusiasts for hiking, backpacking, hang gliding, snow skiing, snowboarding, fishing, camping and hunting. The Eastern two-thirds of the area is made up essentially of desert basins and mountain ranges, featuring the Death Valley National Park. Emphasizing the contrasting topography of the area is the fact that the western edge of Inyo County contains Mt. Whitney, the highest peak in the United States outside of Alaska, while the eastern region includes Death Valley, in which is found the lowest point in the western hemisphere. Most of the population of the counties is located along US Highway 395 – in Inyo County’s Owens Valley along the base of the Sierra Nevada Mountains, and in the mountain communities of Mono County. Small pockets of population also are found

along Highway 6 in Mono County and, in Inyo County, east of the Death Valley National Park boundary.

This expansive geographic region of over 13,000 square miles, spread out over desert and mountain terrain, coupled with the dispersed and diverse population pockets, also provides significant constraints and challenges in the delivery of services and in the development of overarching systems for services.

As part of a county health and human services agency, ESAAA service delivery in Inyo County is carefully braided into other service delivery systems; such braided funding occurs also in Mono County service delivery systems, specifically including in both counties:

- those funded through Social Services such as In-Home Supportive Services and Adult Protective Services
- those funded through Social Services Realignment and the Registered Dietician/WIC

Direct services are provided by ESAAA staff in both Inyo and Mono Counties in all funded service categories, except for Elderly Nutrition Program services, Transportation, Assisted Transportation and Legal Assistance. A contract with the County of Mono allows Mono County employees to provide elderly nutrition, transportation and assisted transportation to Mono County elderly; those same services are provided in Inyo County as a direct service by ESAAA staff. A contract with California Indian Legal Services provides legal assistance in both Inyo and Mono Counties.

**2024-2028 Four-Year Planning Cycle
Funding for Access, In-Home Services, and Legal
Assistance**

The CCR, Article 3, Section 7312, requires the AAA to allocate an “adequate proportion” of federal funds to provide Access, In-Home Services, and Legal Assistance in the PSA. The annual minimum allocation is determined by the AAA through the planning process. The minimum percentages of applicable Title III B funds² listed below have been identified for annual expenditure throughout the four-year planning period. These percentages are based on needs assessment findings, resources available within the PSA, and discussions at public hearings on the Area Plan.

Category of Service and the Percentage of Title III B Funds expended in/or to be expended in FY 2024-25 through FY 2027-2028

Access:

Transportation, Assisted Transportation, Case Management, Information and Assistance, Outreach, Comprehensive Assessment, Health, Mental Health, and Public Information

2024-25 50 % 25-26 50 % 26-27 50 % 27-28 50 %

In-Home Services:

Personal Care, Homemaker, Chore, Adult Day / Health Care, Alzheimer’s Day Care Services, Residential Repairs/Modifications

2024-25 5 % 25-26 5 % 26-27 5 % 27-28 5 %

Legal Assistance Required Activities:³

Legal Advice, Representation, Assistance to the Ombudsman Program and Involvement in the Private Bar

2024-25 10 % 25-26 10 % 26-27 10 % 27-28 10 %

Explain how allocations are justified and how they are determined to be sufficient to meet the need for the service within the PSA.

PUBLIC HEARING: At least one public hearing must be held each year of the four-year planning cycle. CCR Title 22, Article 3, Section 7302(a)(10) and Section 7308, Older Americans Act Reauthorization Act of 2020, Section 314(c)(1).

Fiscal Year	Date	Location	Number of Attendees	Presented in languages other than English?⁴ Yes or No	Was hearing held at a Long-Term Care Facility?⁵ Yes or No
2024-2025	04/19/2024	1360 North Main St. Bishop CA Virtually: Mammoth Lakes Civic Center, Mammoth Lakes CA Antelope Valley Senior Center, Mule Deer Road, Walker CA Lone Pine Senior Center, 138 Jackson St. Lone Pine CA	13	No	Yes
2025-2026	04/04/2025	1360 North Main St. Bishop CA Virtually: Mammoth Lakes Civic Center, Mammoth Lakes CA Antelope Valley Senior Center, Mule Deer Road, Walker CA Lone Pine Senior Center, 138 Jackson St. Lone Pine CA	17	No	Yes
2026-2027					
2027-2028					

The following must be discussed at each Public Hearing conducted during the planning cycle:

1. Summarize the outreach efforts used in seeking input into the Area Plan from institutionalized, homebound, and/or disabled older individuals.
 - Each LTC facility has been provided with iPads with Zoom access for use by residents for family access as well as to access other services. The LTC Ombudsman assisted in the coordination with our two LTC facilities to make virtual attendance available to interested residents through the use of the iPads.
 - The agency ensured that all home-delivered meal recipients and caregivers received information on how to access the meeting virtually.
 - Public Hearing presented in a hybrid format.
2. Were proposed expenditures for Program Development (PD) or Coordination (C) discussed?
 - ☐ Yes. Go to question #3
 - ☒ Not applicable, PD and/or C funds are not used. Go to question #4
3. Summarize the comments received concerning proposed expenditures for PD and/or C
N/A
4. Attendees were provided the opportunity to testify regarding setting minimum percentages of Title III B program funds to meet the adequate proportion of funding for Priority Services
 - ☒ Yes. Go to question #5
 - ☐ No, Explain:
5. Summarize the comments received concerning minimum percentages of Title IIIB funds to meet the adequate proportion of funding for priority services.

A board member, participating as a private citizen, mentioned that the organization they work with often exhausts its funding for legal services within six months and will begin encouraging seniors to attend ESAAA meetings to voice their needs. Another board member pointed out that funding in the Needs Assessment is grouped with many services. It was suggested to review funding in certain counties, particularly for assisted transportation and legal services, to see if adjustments could be made. One member emphasized the importance of maintaining transportation funding. The group also discussed the possibility of identifying additional funding sources specifically for senior legal services.

6. List any other issues discussed or raised at the public hearing.

A board member noted that there are currently only four members and encouraged everyone to spread the word about the open vacancies for the Advisory Board, emphasizing the value of

having more members to contribute input and information.

7. Note any changes to the Area Plan that were a result of input by attendees.
No changes were made at the Public Hearing, with additional information the Advisory Council will review for changes next year.

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SECTION 8. SERVICE UNIT PLAN (SUP)

TITLE III/VII SERVICE UNIT PLAN CCR Article 3, Section 7300(d)

The Service Unit Plan (SUP) uses the Older Americans Act Performance System (OAAPS) Categories and units of service. They are defined in the OAAPS State Program Report (SPR).

For services not defined in OAAPS, refer to the [Service Categories and Data Dictionary](#).

1. Report the units of service to be provided with **ALL regular AP funding sources**. Related funding is reported in the annual Area Plan Budget (CDA 122) for Titles IIIB, IIIC-1, IIIC-2, IIID, and VII. Only report services provided; others may be deleted.

Personal Care (In-Home)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	-0-	0	
2025-2026	-0-	0	
2026-2027			
2027-2028			

Homemaker (In-Home)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	-0-	0	
2025-2026	-0-	0	
2026-2027			
2027-2028			

Chore (In-Home)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	-0-	0	
2025-2026	-0-	0	
2026-2027			
2027-2028			

Adult Day Care/ Adult Day Health (In-Home)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	-0-	0	
2025-2026	-0-	0	
2026-2027			
2027-2028			

Case Management (Access)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	-0-	0	
2025-2026	-0-	0	
2026-2027			
2027-2028			

Assisted Transportation (Access)

Unit of Service = 1 one-way trip

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	100	1,2	
2025-2026	100	1,2	
2026-2027			
2027-2028			

Transportation (Access)

Unit of Service = 1 one-way trip

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	8,500	1,2	
2025-2026	8,500	1,2	
2026-2027			
2027-2028			

Information and Assistance (Access)

Unit of Service = 1 contact

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	800	1,2,3	
2025-2026	800	1,2,3	
2026-2027			
2027-2028			

Outreach (Access)

Unit of Service = 1 contact

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	-0-	0	
2025-2026	-0-	0	
2026-2027			
2027-2028			

Legal Assistance

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	100	1,2	
2025-2026	100	1,2	
2026-2027			
2027-2028			

Congregate Meals

Unit of Service = 1 meal

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	15,000	1,2	
2025-2026	15,000	1,2	
2026-2027			
2027-2028			

Home-Delivered Meals

Unit of Service = 1 meal

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	40,000	1	
2025-2026	40,000	1	
2026-2027			
2027-2028			

Nutrition Counseling

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	10	1	
2025-2026	10	1	
2026-2027			
2027-2028			

Nutrition Education

Unit of Service = 1 session

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2024-2025	8	1	
2025-2026	8	1	
2026-2027			
2027-2028			

2. OAAPS Service Category – “Other” Title III Services

- Each **Title IIIB** “Other” service must be an approved OAAPS Program service listed on the “Schedule of Supportive Services (III B)” page of the Area Plan Budget (CDA 122) and the CDA Service Categories and Data Dictionary.
- Identify **Title IIIB** services to be funded that were not reported in OAAPS categories. (Identify the specific activity under the Other Supportive Service Category on the “Units of Service” line when applicable.)

Title IIIB, Other Priority and Non-Priority Supportive Services

For all Title IIIB “Other” Supportive Services, use the appropriate Service Category name and Unit of Service (Unit Measure) listed in the CDA Service Categories and Data Dictionary.

- **Other Priority Supportive Services include:** Alzheimer’s Day Care, Comprehensive Assessment, Health, Mental Health, Public Information, Residential Repairs/Modifications, Respite Care, Telephone Reassurance, and Visiting
- **Other Non-Priority Supportive Services include:** Cash/Material Aid, Community Education, Disaster Preparedness Materials, Emergency Preparedness, Employment, Housing, Interpretation/Translation, Mobility Management, Peer Counseling, Personal Affairs Assistance, Personal/Home Device, Registry, Senior Center Activities, and Senior Center Staffing

All “Other” services must be listed separately. Duplicate the table below as needed.

Other Supportive Service Category

Telephone Reassurance (In-Home)

Unit of Service= 1 contact

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (If applicable)
2024-2025	120	1	
2025-2026	120	1	
2026-2027			
2027-2028			

3. Title IIID/Health Promotion—Evidence-Based

- Provide the specific name of each proposed evidence-based program.

Evidence-Based Program Name(s): ACTIVE LIVING EVERY DAY (ALED)

Add additional lines if needed.

Unit of Service = 1 contact

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (If applicable)
2024-2025	25	1	1.12
2025-2026	25	1	1.12
2026-2027			
2027-2028			

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TITLE IIIB and TITLE VII:
LONG-TERM CARE (LTC) OMBUDSMAN PROGRAM OUTCOMES

2024-2028 Four-Year Planning Cycle

As mandated by the Older Americans Act Reauthorization Act of 2020, the mission of the LTC Ombudsman Program is to seek resolution of problems and advocate for the rights of residents of LTC facilities with the goal of ensuring their dignity, quality of life, and quality of care.

Each year during the four-year cycle, analysts from the Office of the State Long-Term Care Ombudsman (OSLTCO) will forward baseline numbers to the AAA from the prior fiscal year National Ombudsman Reporting System (NORS) data as entered into the Statewide Ombudsman Program database by the local LTC Ombudsman Program and reported by the OSTLCO in the State Annual Report to the Administration on Aging (AoA).

The AAA will establish targets each year in consultation with the local LTC Ombudsman Program Coordinator. Use the yearly baseline data as the benchmark for determining yearly targets. Refer to your local LTC Ombudsman Program's last three years of AoA data for historical trends. Targets should be reasonable and attainable based on current program resources.

Complete all Measures and Targets for Outcomes 1-3.

Outcome 1.

The problems and concerns of long-term care residents are solved through complaint resolution and other services of the Ombudsman Program. Older Americans Act Reauthorization Act of 2020, Section 712(a)(3), (5)]

Measures and Targets:

A. Complaint Resolution Rate (NORS Element CD-08) (Complaint

Disposition). The average California complaint resolution rate for FY 2021-2022 was 57%.

Fiscal Year Baseline Resolution Rate	# of partially resolved or fully resolved complaints	Divided by the total number of Complaints	= Baseline Resolution Rate	Fiscal Year Target Resolution Rate
2022-2023	199	246	81	<u>90</u> % 2024-2025
2023-2024	195	224	87	<u>90</u> % 2025-2026
2024-2025				<u> </u> % 2026-2027
2026-2027				<u> </u> % 2027-2028

Program Goals and Objective Numbers: **1**

B. Work with Resident Councils (NORS Elements S-64 and S-65)

1. FY 2022-2023 Baseline: Number of Resident Council meetings attended **15**
FY 2024-2025 Target: **15**
2. FY 2023-2024 Baseline: Number of Resident Council meetings attended **14**
3. FY 2025-2026 Target: **15**
3. FY 2024-2025 Baseline: Number of Resident Council meetings attended
FY 2026-2027 Target:
4. FY 2025-2026 Baseline: Number of Resident Council meetings attended
FY 2027-2028 Target:

Program Goals and Objective Numbers: **1**

C. Work with Family Councils (NORS Elements S-66 and S-67)

1. FY 2022-2023 Baseline: Number of Family Council meetings attended **22**
FY 2024-2025 Target: **20**
2. FY 2023-2024 Baseline: Number of Family Council meetings attended **16**
FY 2025-2026 Target: **20**
3. FY 2024-2025 Baseline: Number of Family Council meetings attended
FY2026-2027 Target:
4. FY 2025-2026 Baseline: Number of Family Council meetings attended
2027-2028 Target:

Program Goals and Objective Numbers: **1**

D. Information and Assistance to Facility Staff (NORS Elements S-53 and S-54) Count of instances of Ombudsman representatives' interactions with facility staff for the purpose of providing general information and assistance unrelated to a complaint. Information and Assistance may be accomplished by telephone, letter, email, fax, or in-person.

1. FY 2022-2023 Baseline: Number of Instances <u>56</u> FY 2024-2025 Target: <u>50</u>
2. FY 2023-2024 Baseline: Number of Instances <u>62</u> 3. FY 2025-2026 Target: <u>50</u>
3. FY 2024-2025 Baseline: Number of Instances _____ FY 2026-2027 Target: ____
4. FY 2025-2026 Baseline: Number of Instances _____ FY 2027-2028 Target: ____
Program Goals and Objective Numbers: <u>1</u>

E. Information and Assistance to Individuals (NORS Element S-55) Count of instances of Ombudsman representatives' interactions with residents, family members, friends, and others in the community for the purpose of providing general information and assistance unrelated to a complaint. Information and Assistance may be accomplished by telephone, letter, email, fax, or in person.

1. FY 2022-2023 Baseline: Number of Instances <u>220</u> FY 2024-2025 Target: <u>50</u>
2. FY 2023-2024 Baseline: Number of Instances <u>233</u> FY 2025-2026 Target: <u>50</u>
3. FY 2024-2025 Baseline: Number of Instances _____ FY 2026-2027 Target: ____
4. FY 2025-2026 Baseline: Number of Instances _____ FY 2027-2028 Target: ____
Program Goals and Objective Numbers: <u>1</u>

F. Community Education (NORS Element S-68) LTC Ombudsman Program participation in public events planned to provide information or instruction to community members about the LTC Ombudsman Program or LTC issues. The number of sessions refers to the number of events, not the number of participants. This cannot include sessions that are counted as Public Education Sessions under the Elder Abuse Prevention Program.

1. FY 2022-2023 Baseline: Number of Sessions <u>2</u> FY 2024-2025 Target: <u>2</u>
2. FY 2023-2024 Baseline: Number of Sessions <u>1</u> FY 2025-2026 Target: <u>2</u>
3. FY 2024-2025 Baseline: Number of Sessions _____ FY 2026-2027 Target: ____
4. FY 2025-2026 Baseline: Number of Sessions _____ FY 2027-2028 Target: ____
Program Goals and Objective Numbers: <u>1</u>

G. Systems Advocacy (NORS Elements S-07, S-07.1)

One or more new systems advocacy efforts must be provided for each fiscal year Area Plan Update. In the relevant box below for the current Area Plan year, in narrative format, please provide at least one new priority systems advocacy effort the local LTC Ombudsman Program will engage in during the fiscal year. The systems advocacy effort may be a multi-year initiative, but for each year, describe the results of the efforts made during the previous year and what specific new steps the local LTC Ombudsman program will be taking during the upcoming year. Progress and goals must be separately entered each year of the four-year cycle in the appropriate box below.

Systems Advocacy can include efforts to improve conditions in one LTC facility or can be county-wide, state-wide, or even national in scope. (Examples: Work with LTC facilities to improve pain relief or increase access to oral health care, work with law enforcement entities to improve response and investigation of abuse complaints, collaboration with other agencies to improve LTC residents' quality of care and quality of life, participation in disaster preparedness planning, participation in legislative advocacy efforts related to LTC issues, etc.) Be specific about the actions planned by the local LTC Ombudsman Program. Enter information in the relevant box below.

FY 2024-2025

FY 2024-2025 Systems Advocacy Effort(s): The Eastern Sierra Area Agency on Aging Long-Term Care Ombudsman Program will be raising awareness about elder abuse prevention by promoting community education material and by providing training at long-term care facilities.

1. Develop and create training for facility staff regarding AB-1417 that updated the mandated reporting requirements effective January 1, 2024. The former law, AB-40, which was in effect since 2013, required mandated reporters to make subjective judgement about the level of abuse that was being reported and which agencies to report to. The training will provide facility staff with a comprehensive understanding of their responsibilities as mandated reporters and will explain the new simplified reporting requirements in long-term care facilities.
2. June is Elder Abuse Awareness month and all month the Long-Term Care Ombudsman Program will be raising awareness by planning a shredding event and will be providing fraud prevention resources to home delivered meals clients and at senior centers throughout Inyo County and Mono Counties. Financial exploitation is one of the most common and devastating forms of elder abuse. This event will provide education and an opportunity for older adults to protect themselves from identity theft and fraud.

Outcome of FY 2024-2025 Efforts: 1. The Eastern Sierra Area Agency on Aging Long-Term Care Ombudsman Program successfully developed and implemented training for facility staff on the updated mandated reporting law. The Ombudsman Program created comprehensive training materials, including a PowerPoint presentation outlining the changes in mandated reporting, informative handouts, and a step-by-step curriculum guiding staff through the completion of the SOC 341 reporting forms. In collaboration with long-term care facilities, the Ombudsman Program conducted 4 training sessions for facility staff. This effort strengthened elder abuse prevention by equipping facility staff with the knowledge and confidence to fulfill their mandated reporting duties.

2. The Eastern Sierra Area Agency on Aging Long-Term Care Ombudsman Program successfully raised awareness for Elder Abuse Awareness Month in June through a series of community activities. The program distributed 500 educational crossword puzzles and scam-awareness food placemats to home-delivered meal clients, long-term care facilities, and at senior centers. The Ombudsman

Program hosted free shredding events at the Bishop, Lone Pine, and Tecopa Senior Centers. Additionally, the "Power of Purple" initiative encouraged community members to wear purple and share photos in support of elder abuse awareness, with 67 participants joining the effort. All activities were promoted on social media, increasing community engagement and education on fraud prevention.

FY 2025-2026

FY 2025-2026 Systems Advocacy Effort(s): The Eastern Sierra Area Agency Long-Term Care Ombudsman Program is dedicated to promoting and protecting the rights of residents in long-term care, ensuring they can make informed choices about their care and daily lives. This year, our advocacy efforts will focus on increasing awareness of resident rights through a series of targeted initiatives.

1. During Resident Rights Month in October, we will launch the *See Me, Hear Me* project in partnership with long-term care facilities. This initiative will provide residents with the opportunity to document and share their life stories, hobbies, and cultural practices, allowing their voices and preferences to be heard and respected.
2. Resident Rights BINGO – We will host two Resident Rights BINGO events, where participants will use BINGO cards featuring key resident rights like dignity, choice, and privacy. As rights are called out, attendees will mark them on their cards and engage in brief discussions about each right. The event will be an interactive and fun way to raise awareness of resident rights, with prizes for BINGO winners.
3. We will coordinate a presentation at the quarterly Inyo County HHS Multi-Disciplinary Team meetings to strengthen collaboration among Ombudsman, APS Social Workers, Public Guardian, Behavioral Health, Local Law Enforcement Agencies, and Community Organizations. This presentation will focus on raising awareness of residents' rights and fostering discussion on how we can work together to strengthen and uphold these rights.

Outcome of FY 2025-2026 Efforts:

FY 2026-2027

FY 2026-2027 Systems Advocacy Effort(s): (Provide one or more new systems advocacy efforts)

FY 2027-2028

FY 2027-2028 Systems Advocacy Effort(s): (Provide one or more new systems advocacy efforts)

Outcome 2.

Residents have regular access to an Ombudsman. [(Older Americans Act Reauthorization Act of 2020), Section 712(a)(3)(D), (5)(B)(ii)]

Measures and Targets:

A. Routine Access: Nursing Facilities (NORS Element S-58) Percentage of nursing facilities within the PSA that were visited by an Ombudsman representative

at least once each quarter not in response to a complaint. The percentage is determined by dividing the number of nursing facilities in the PSA that were visited at least once each quarter not in response to a complaint by the total number of nursing facilities in the PSA. NOTE: This is not a count of visits but a count of facilities. In determining the number of facilities visited for this measure, no nursing facility can be counted more than once.

<p>1. FY 2022-2023 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint <u>2</u> divided by the total number of Nursing Facilities <u>2</u> = Baseline <u>100%</u> FY 2024-2025 Target: <u>100%</u></p>
<p>2. FY 2023-2024 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint <u>2</u> divided by the total number of Nursing Facilities <u>2</u> = Baseline <u>100%</u> FY 2025-2026 Target: _____</p>
<p>3. FY 2024-2025 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint _____ divided by the total number of Nursing Facilities _____ = Baseline _____ % FY 2026-2027 Target: _____</p>
<p>4. FY 2025-2026 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint _____ divided by the total number of Nursing Facilities _____ = Baseline _____ % FY 2027-2028 Target: _____</p>
<p>Program Goals and Objective Numbers: <u>1</u></p>

B. Routine access: Residential Care Communities (NORS Element S-61) Percentage of RCFEs within the PSA that were visited by an Ombudsman representative at least once each quarter during the fiscal year not in response to a complaint. The percentage is determined by dividing the number of RCFEs in the PSA that were visited at least once each quarter not in response to a complaint by the total number of RCFEs in the PSA. NOTE: This is not a count of visits but a count of facilities. In determining the number of facilities visited for this measure, no RCFE can be counted more than once.

<p>1. FY 2022-2023 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint <u>0</u> divided by the total number of RCFEs <u>0</u> = Baseline <u>0%</u> FY 2024-2025 Target: <u>0%</u></p>
<p>2. FY 2023-2024 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint <u>0</u> divided by the total number of RCFEs <u>0</u> =</p>

Baseline 0%

FY 2025-2026 Target: _____

3. FY 2024-2025 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint _____ divided by the total number of RCFEs _____ = Baseline _____ %

FY 2026-2027 Target: _____

4. FY 2025-2026 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint _____ divided by the total number of RCFEs _____ = Baseline _____ %

FY 2027-2028 Target: _____

Program Goals and Objective Numbers: 1

C. Number of Full-Time Equivalent (FTE) Staff (NORS Element S-23) This number may only include staff time legitimately charged to the LTC Ombudsman Program. Time spent working for or in other programs may not be included in this number. For example, in a local LTC Ombudsman Program that considers full-time employment to be 40 hour per week, the FTE for a staff member who works in the Ombudsman Program 20 hours a week should be 0.5, even if the staff member works an additional 20 hours in another program.

1. FY 2022-2023 Baseline: 1.62 FTEs FY
2024-2025 Target: 1.62 FTEs

2. FY 2023-2024 Baseline: 1.39 FTEs FY
2025-2026 Target: 1.62 FTEs

3. FY 2024-2025 Baseline: _____ FTEs
FY 2026-2027 Target: _____ FTEs

4. FY 2025-2026 Baseline: _____ FTEs
FY 2027-2028 Target: _____ FTEs

D. Number of Certified LTC Ombudsman Volunteers (NORS Element S-24)

1. FY 2022-2023 Baseline: Number of certified LTC Ombudsman volunteers 0
FY 2024-2025 Projected Number of certified LTC Ombudsman volunteers 0

2. FY 2023-2024 Baseline: Number of certified LTC Ombudsman volunteers 0
FY 2025-2026 Projected Number of certified LTC Ombudsman volunteers 0

3. FY 2024-2025 Baseline: Number of certified LTC Ombudsman volunteers _____ FY 2026-2027 Projected Number of certified LTC Ombudsman volunteers _____
4. FY 2025-2026 Baseline: Number of certified LTC Ombudsman volunteers _____ FY 2027-2028 Projected Number of certified LTC Ombudsman volunteers _____
Program Goals and Objective Numbers: <u>1</u>

Outcome 3.

Ombudsman representatives accurately and consistently report data about their complaints and other program activities in a timely manner. [Older Americans Act Reauthorization Act of 2020, Section 712(c)]

Measures and Targets:

In narrative format, describe one or more specific efforts your program will undertake in the upcoming year to increase the accuracy, consistency, and timeliness of your National Ombudsman Reporting System (NORS) data reporting.

Some examples could include:

- Hiring additional staff to enter data.
- Updating computer equipment to make data entry easier.
- Initiating a case review process to ensure case entry is completed in a timely manner.

Fiscal Year 2024-25

The LTC Ombudsman program will:

- Enter data into ODIN in a timely manner, to ensure data is complete for each quarter.
- Regularly attend NORS Consistency training opportunities provided by the OSLTCO and online courses provided by the National Long-Term Care Ombudsman Resource Center (NORC)
- Ensure all new volunteers are training and attend the same training system that staff are attending.
- Allow staff and volunteers to have “protected” time to ensure data entry is not interrupted.

Fiscal Year 2025-2026

The LTC Ombudsman program will:

- Enter data into ODIN in a timely manner, to ensure data is complete for each quarter.
- Regularly attend NORS Consistency training opportunities provided by the OSLTCO and online courses provided by the National Long-Term Care Ombudsman Resource Center (NORC)
- Ensure all new volunteers are training and attend the same training system that staff are attending.
- Allow staff and volunteers to have “protected” time to ensure data entry is not interrupted.

Fiscal Year 2026-2027
Fiscal Year 2027-2028

TITLE VII ELDER ABUSE PREVENTION
SERVICE UNIT PLAN

The program conducting the Title VII Elder Abuse Prevention work is:

<input checked="checked" type="checkbox"/>	Ombudsman Program
<input type="checkbox"/>	Legal Services Provider
<input type="checkbox"/>	Adult Protective Services
<input type="checkbox"/>	Other (explain/list)

Units of Service: AAA must complete at least one category from the Units of Service below.

Units of Service categories include public education sessions, training sessions for professionals, training sessions for caregivers served by a Title III E Family Caregiver Support Program, educational materials distributed, and hours of activity spent developing a coordinated system which addresses elder abuse prevention, investigation, and prosecution.

When developing targets for each fiscal year, refer to data reported on the Elder Abuse Prevention Quarterly Activity Reports. Set realistic goals based upon the prior year's numbers and the resources available. Activities reported for the Title VII Elder Abuse Prevention Program must be distinct from activities reported for the LTC Ombudsman Program. No activity can be reported for both programs.

AAAs must provide one or more of the service categories below.

NOTE: The number of sessions refers to the number of presentations and not the number of attendees

- **Public Education Sessions** –Indicate the total number of projected education sessions for the general public on the identification, prevention, and treatment of elder abuse, neglect, and exploitation.
- **Training Sessions for Professionals** –Indicate the total number of projected training sessions for professionals (service providers, nurses, social workers) on the identification, prevention, and treatment of elder abuse, neglect, and exploitation.
- **Training Sessions for Caregivers Served by Title III E** –Indicate the total number of projected training sessions for unpaid family caregivers who are receiving services under Title III E of the Older Americans Act (OAA) on the identification, prevention, and treatment of elder abuse, neglect, and exploitation. Older Americans Act Reauthorization Act of 2020, Section 302(3) 'Family caregiver' means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction.

- **Hours Spent Developing a Coordinated System to Respond to Elder Abuse** –Indicate the number of hours to be spent developing a coordinated system to respond to elder abuse. This category includes time spent coordinating services provided by the AAA or its contracted service provider with services provided by Adult Protective Services, local law enforcement agencies, legal services providers, and other agencies involved in the protection of elder and dependent adults from abuse, neglect, and exploitation.
- **Educational Materials Distributed** –Indicate the type and number of educational materials to be distributed to the general public, professionals, and caregivers (this may include materials that have been developed by others) to help in the identification, prevention, and treatment of elder abuse, neglect, and exploitation.
- **Number of Individuals Served** –Indicate the total number of individuals expected to be reached by any of the above activities of this program.

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TITLE VII ELDER ABUSE PREVENTION SERVICE UNIT PLAN

The agency receiving Title VII Elder Abuse Prevention funding is: Inyo County Health & Human Services- ESAAA

Total # of	2024-2025	2025-2026	2026-2027	2027-2028
Individuals Served	5000	5000		
Public Education Sessions	-0-	-0-		
Training Sessions for Professionals	-0-	-0-		
Training Sessions for Caregivers served by Title III E	-0-	-0-		
Hours Spent Developing a Coordinated System	-0-	-0-		

Fiscal Year	Total # of Copies of Educational Materials to be Distributed	Description of Educational Materials
2024-2025	5000	Informational Placemats distributed throughout program services announcements.
2025-2026	5000	Informational Placemats distributed throughout program services announcements.
2026-2027		
2027-2028		

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TITLE III E SERVICE UNIT PLAN

CCR Article 3, Section 7300(d)

2024-2028 Four-Year Planning Period

This Service Unit Plan (SUP) uses the five federally mandated service categories that encompass 16 subcategories. Refer to the [CDA Service Categories and Data Dictionary](#) for eligible activities and service unit measures. Specify proposed audience size or units of **service for ALL** budgeted funds.

Providing a goal with associated objectives is mandatory for services provided. The goal states the big picture and the objectives are the road map (specific and measurable activities) for achieving the big picture goal.

For example: **Goal 3:** Provide services to family caregivers that will support them in their caregiving role, thereby allowing the care receiver to maintain a healthy, safe lifestyle in the home setting.

- Objective 3.1: Contract for the delivery of virtual self-paced caregiver training modules. Review data monthly to strategize how to increase caregiver engagement in these modules.
- Objective 3.2: Facilitate a monthly in person support group for caregivers where they can share success stories and challenges, share information regarding experiences with HCBS. Respite day care will be available for their loved one if needed.
- Objective 3.3: Complete caregiver assessments every 6 months to stay connected to the caregiver and knowledgeable about their needs.

Direct and/or Contracted III E Services

CATEGORIES (16 total)	1	2	3
Family Caregivers – Caregivers of Older Adults and Adults who are caring for an individual of any age with Alzheimer’s disease or a related disorder with neurological and organic brain dysfunction.	<i>Proposed Units of Service</i> -0-	<i>Required Goal #(s)</i>	<i>Required Objective #(s)</i>
Caregiver Access Case Management	Total hours	<i>Required Goal #(s)</i>	<i>Required Objective #(s)</i>
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			

Caregiver Access Information & Assistance	Total Contacts	<i>Required Goal #(s)</i>	<i>Required Objective #(s)</i>
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Information Services	# Of activities and Total est. audience (contacts) for above:	<i>Required Goal #(s)</i>	<i>Required Objective #(s)</i>
2024-2025	# Of activities and -0- Total est. audience (contacts) for above:		
2025-2026	# Of activities and -0- Total est. audience (contacts) for above:		
2026-2027	# Of activities and Total est. audience (contacts) for above:		
2027-2028	# Of activities and Total est. audience (contacts) for above:		

Caregiver Respite In-Home	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	100	1	
2025-2026	100	1	
2026-2027			
2027-2028			
Caregiver Respite Other	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	0		
2025-2026	0		
2026-2027			
2027-2028			
Caregiver Respite Out-of-Home Day Care	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Respite Out-of-Home Overnight Care	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Supplemental Services Assistive Technologies	Total Occurrences	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Supplemental Services Caregiver Assessment	Total hours	Required Goal #(s)	Required Objective #(s)

2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Supplemental Services Caregiver Registry	Total Occurrences	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Supplemental Services Consumable Supplies	Total occurrences	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Supplemental Services Home Modifications	Total occurrences	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Supplemental Services Legal Consultation	Total contacts	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Support Groups	Total sessions	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		

2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Support Training	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Support Counseling	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			

Direct and/or Contracted III-E Services- Older Relative Caregivers

CATEGORIES (16 total)	1	2	3
Older Relative Caregivers	Proposed Units of Service	Required Goal #(s)	Required Objective #(s)
Caregiver Access Case Management	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Access Information & Assistance	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			

Caregiver Information Services	# Of activities and Total est. audience (contacts) for above	Required Goal #(s)	Required Objective #(s)
2024-2025	# Of activities: -0- Total est. audience for above:		
2025-2026	# Of activities: -0- Total est. audience for above:		
2026-2027	# Of activities: Total est. audience for above:		
2027-2028	# Of activities: Total est. audience for above:		
Caregiver Respite In-Home	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Respite Other	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Respite Out-of-Home Day Care	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Respite Out-of-Home Overnight Care	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		

2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Supplemental Services Assistive Technologies	Total Occurrences	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Supplemental Services Caregiver Assessment	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Supplemental Services Caregiver Registry	Total Occurrences	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Supplemental Services Consumable Supplies	Total occurrences	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Supplemental Services Home Modifications	Total occurrences	Required Goal #(s)	Required Objective #(s)

2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Supplemental Services Legal Consultation	Total contacts	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Support Groups	Total sessions	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Support Training	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			
Caregiver Support Counseling	Total hours	Required Goal #(s)	Required Objective #(s)
2024-2025	-0-		
2025-2026	-0-		
2026-2027			
2027-2028			

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)
SERVICE UNIT PLAN
CCR Article 3, Section 7300(d)
WIC § 9535(b)**

MULTIPLE PLANNING AND SERVICE AREA HICAPs (multi-PSA HICAP): Area Agencies on Aging (AAA) that are represented by a multi-PSA, HICAPs must coordinate with their “Managing” AAA to complete their respective PSA’s HICAP Service Unit Plan.

CDA contracts with 26 AAAs to locally manage and provide HICAP services in all 58 counties. Four AAAs are contracted to provide HICAP services in multiple Planning and Service Areas (PSAs). The “Managing” AAA is responsible for providing HICAP services in a way that is equitable among the covered service areas.

HICAP PAID LEGAL SERVICES: Complete this section if HICAP Legal Services are included in the approved HICAP budget.

STATE & FEDERAL PERFORMANCE TARGETS: The HICAP is assessed based on State and Federal Performance Measures. AAAs should set targets in the service unit plan that meet or improve on each PM displayed on the *HICAP State and Federal Performance Measures* tool located online at:

https://www.aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Planning/

HICAP PMs are calculated from county-level data for all 33 PSAs. HICAP State and Federal PMs, include:

- PM 1.1 Clients Counseled: Number of finalized Intakes for clients/ beneficiaries that received HICAP services
- PM 1.2 Public and Media Events (PAM): Number of completed PAM forms categorized as “interactive” events
- PM 2.1 Client Contacts: Percentage of one-on-one interactions with any Medicare beneficiaries
- PM 2.2 PAM Outreach Contacts: Percentage of persons reached through events categorized as “interactive”
- PM 2.3 Medicare Beneficiaries Under 65: Percentage of one-on-one interactions with Medicare beneficiaries under the age of 65
- PM 2.4 Hard-to-Reach Contacts: Percentage of one-on-one interactions with “hard-to-reach” Medicare beneficiaries designated as,
 - PM 2.4a Low-income (LIS)
 - PM 2.4b Rural
 - PM 2.4c English Second Language (ESL)
- PM 2.5 Enrollment Contacts: Percentage of contacts with one or more qualifying enrollment topics discussed

HICAP service-level data are reported in CDA’s Statewide HICAP Automated Reporting Program (SHARP) system per reporting requirements.

SECTION 1: STATE PERFORMANCE MEASURES

HICAP Fiscal Year (FY)	PM 1.1 Clients Counseled (Estimated)	Goal Numbers
2024-2025	-0-	
2025-2026	-0-	
2026-2027		
2027-2028		
HICAP Fiscal Year (FY)	PM 1.2 Public and Media Events (PAM) (Estimated)	Goal Numbers
2024-2025	-0-	
2025-2026	-0-	
2026-2027		
2027-2028		

SECTION 2: FEDERAL PERFORMANCE MEASURES

HICAP Fiscal Year (FY)	PM 2.1 Client Contacts (Interactive)	Goal Numbers
2024-2025	-0-	
2025-2026	-0-	
2026-2027		
2027-2028		
HICAP Fiscal Year (FY)	PM 2.2 PAM Outreach (Interactive)	Goal Numbers
2024-2025	-0-	
2025-2026	-0-	
2026-2027		
2027-2028		

HICAP Fiscal Year (FY)	PM 2.3 Medicare Beneficiaries Under 65	Goal Numbers
2024-2025	-0-	
2025-2026	-0-	
2026-2027		
2027-2028		

HICAP Fiscal Year (FY)	PM 2.4 Hard to Reach (Total)	PM 2.4a LIS	PM 2.4b Rural	PM 2.4c ESL	Goal Numbers
2024-2025	-0-	-0-	-0-	-0-	
2025-2026	-0-	-0-	-0-	-0-	
2026-2027					
2027-2028					

HICAP Fiscal Year (FY)	PM 2.5 Enrollment Contacts (Qualifying)	Goal Numbers
2024-2025	-0-	
2025-2026	-0-	
2026-2027		
2027-2028		

SECTION 3: HICAP LEGAL SERVICES UNITS OF SERVICE (IF APPLICABLE)⁸

HICAP Fiscal Year (FY)	PM 3.1 Estimated Number of Clients Represented Per FY (Unit of Service)	Goal Numbers
2024-2025	-0-	
2025-2026	-0-	
2026-2027		
2027-2028		
HICAP Fiscal Year (FY)	PM 3.2 Estimated Number of Legal Representation Hours Per FY (Unit of Service)	Goal Numbers
2024-2025	-0-	
2025-2026	-0-	
2026-2027		
2027-2028		
HICAP Fiscal Year (FY)	PM 3.3 Estimated Number of Program Consultation Hours Per FY (Unit of Service)	Goal Numbers
2024-2025	-0-	
2025-2026	-0-	
2026-2027		
2027-2028		

SECTION 11. LEGAL ASSISTANCE

2024-2028 Four-Year Area Planning Cycle

This section must be completed and submitted annually. The Older Americans Act Reauthorization Act of 2020 designates legal assistance as a priority service under Title III B [42 USC §3026(a)(2)]¹². CDA developed *California Statewide Guidelines for Legal Assistance* (Guidelines), which are to be used as best practices by CDA, AAAs and LSPs in the contracting and monitoring processes for legal services, and located at: https://aging.ca.gov/Providers_and_Partners/Legal_Services/#pp-gg

Based on your local needs assessment, what percentage of Title IIIB funding is allocated to Legal Services? **Discuss:** Needs identified during the needs assessment clustered in the largest numbers around isolation, transportation, assistance with activities of daily living, and having enough money to meet the basic needs of food, clothing, and shelter. While legal services were not identified as one of the higher priorities, assistance with legal issues such as wills/trusts, evictions, and benefits was identified as a need. The minimum percentage identified during the area planning and subsequent updates is 10%. However, funding has been provided at a higher level than the minimum percentage.

How have your local needs changed in the past year(s)? Please identify any changes (include whether the change affected the level of funding and the difference in funding levels in the past four years). **Discuss:** There were minimal significant changes noted in local needs, although there has been a new focus on housing/eviction related issues and advanced health care directives as reported by the contractor, with the needs assessment priority still identifying legal assistance for matters such as contracts, wills, estate planning and related issues. The pandemic did result in some increased need as it relates to navigating legal issues related to housing and funds provided through relief funding were allocated in this manner. The base allocation, and subsequent one-time only funding, continued to be contracted at the 10% minimum percentage with an additional ~\$10,000 of supportive service funding.

How does the AAA's contract/agreement with the Legal Services Provider(s) (LSPs) specify and ensure that the LSPs are expected to use the California Statewide Guidelines in the provision of OAA legal services? **Discuss:** Yes, ESAAA contracts legal services in compliance with CDA requirements and ensures that the contractual agreement includes the expectation that the contractor will use California Statewide Guidelines in the provision of legal services.

How does the AAA collaborate with the Legal Services Provider(s) to jointly establish specific priority issues for legal services? What are the top four (4) priority legal issues in your PSA? **Discuss:** Yes, the top four legal issues include housing/eviction related issues, advanced health care directives, assistance with public funding access, and legal matters involving contracts, wills and estate planning.

How does the AAA collaborate with the Legal Services Provider(s) to jointly identify the target population? What is the targeted senior population and mechanism for reaching targeted groups in your PSA? **Discuss:** Yes, the AAA and contractor communicate as needed to ensure that more isolated and target populations' legal needs are addressed through access. Sharing information as to types of calls and identifying any trends in types of calls or underserved populations/areas is communicated in order to better coordinate and plan.

How many legal assistance service providers are in your PSA? **Complete table below.**

Fiscal Year	# of Legal Assistance Services Providers	Did the number of service providers change? If so please explain
2024-2025	1	No
2025-2026	1	No
2026-2027		
2027-2028		

7. What methods of outreach are Legal Services Providers using? **Discuss:** Yes, Outreach methods include, but are not limited to, a combination of written materials provided at congregate meal sites and through home delivered meals, mailings to family caregivers, and in-person and/or videoconference presentation at Senior Centers throughout the PSA.

What geographic regions are covered by each provider? **Complete table below:**

Fiscal Year	Name of Provider	Geographic Region covered
2024-2025	California Indian Legal Services	Inyo and Mono Counties
2025-2026	California Indian Legal Services	Inyo and Mono Counties
2026-2027		
2027-2028		

Discuss how older adults access Legal Services in your PSA and whether they can receive assistance remotely (e.g., virtual legal clinics, phone, U.S. Mail, etc.). **Discuss:**
Access is affected in person, by phone, through remote outreach, and virtual platforms.

Names and Titles of All Members:**Board Term Expires:**

Jennifer Roeser	January 2029
Will Wadelton	January 2029
Trina Orrill	January 2027

Explain any expiring terms – have they been replaced, renewed, or other?

PSA 16

SECTION 16. ADVISORY COUNCIL

**ADVISORY COUNCIL MEMBERSHIP
2024-2028 Four-Year Planning Cycle**

Older Americans Act Reauthorization Act of 2020 Section 306(a)(6)(D)
45 CFR, Section 1321.57 CCR Article 3, Section 7302(a)(12)

Total Council Membership (include vacancies) 9

Number and Percent of Council Members over age 60 3 60 % Council 60+

Race/Ethnic Composition	% Of PSA's 60+Population	% on Advisory
White	3	3
Hispanic		
Black		
Asian/Pacific Islander		
Native American/Alaskan Native		
Other		

Name and Title of Officers:**Office Term Expires:**

Sandy Lund- Chairperson	December 2026
Roger Rasche- Vice Chairperson	December 2026
Rebecca Manross	December 2025
Trina Orrill (Appointed in January of each year)	December 2025
Laura Janoff	December 2026

Vacant- Recruiting	December 2025
Vacant- Recruiting	December 2025
Vacant- Recruiting (Family Caregiver)	December 2025
Vacant- Recruiting	December 2025

Name and Title of other members:	Office Term Expires:

Indicate which member(s) represent each of the “Other Representation” categories listed below.

Yes No

- ☒ ☐ Representative with Low Income
- ☒ ☐ Representative with a Disability
- ☒ ☐ Supportive Services Provider
- ☐ ☒ Health Care Provider
- ☒ ☐ Local Elected Officials
- ☒ ☐ Persons with Leadership Experience in Private and Voluntary Sectors

Yes No Additional Other (Optional)

- ☐ ☐ Family Caregiver, including older relative caregiver
- ☐ ☐ Tribal Representative
- ☐ ☐ LGBTQ Identification
- ☐ ☐ Veteran Status
- ☐ ☐ Other _____

Explain any “No” answer(s): This position is being recruited.

Explain what happens when term expires, for example, are the members permitted to remain in their positions until reappointments are secured? Have they been replaced, renewed or other? When a term expires, the member can choose to submit a letter of intent to request reappointment on the Council or they may choose to vacate the council for another person to obtain membership.

Briefly describe the local governing board’s process to appoint Advisory Council members: Vacant positions are advertised in local media and includes targeted outreach to fill unfilled categories of representation, while also working to ensure appropriate geographical representation. Upon the closing of the recruitment, the appointment of Advisory Council members will be placed on the agenda for a public meeting of the Governing Board, at which time the Governing Board will appoint Advisory Council members for designated terms of office. All such meetings are publicly noticed in accordance with Brown Act requirements.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-211

Amendment No. 4 of the Contract between County of Inyo and Roux Associates, Inc. (Andy Zdon) for the Provision of Consulting Services Planning Department - Yucca Mountain Oversight ACTION REQUIRED

ITEM SUBMITTED BY

Sally Faircloth

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

A) Approve Amendment No. 4 to the contract between the County of Inyo and Roux Associates Inc. (Andy Zdon) to amend:

- Section 2 – Term, to July 1, 2021 through June 30, 2026;
- Term to July 1, 2021 - June 30, 2026 on Attachments A-E as applicable;
- Section 3 - CONSIDERATION at Subsection D - Limit payable under Agreement. Shall not exceed \$95,000;
- The "not to exceed" amount to be \$95,000 on Attachments A-E as applicable; and
- Attachment D – Insurance Requirements; and

B) Authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings and Andy Zdon has provided consistent and high-quality consulting services for the evaluation and monitoring of groundwater concerning it as well as ongoing monitoring in the Amargosa, Tecopa and Shoshone areas. The County has had Andy Zdon under contract since 2014 to the present under various contracts, for professional hydrological services associated with groundwater and the proposed Yucca Mountain repository.

Although presently there is not a lot of active interest in storing high-level radioactive waste at Yucca Mountain, there is always the possibility of the licensing proceedings to restart. It would be in the County's best interest to keep its consultants under contract in case the licensing proceedings or other activities related to Yucca Mountain are to begin again, as well as, the continued groundwater monitoring in the southeast part of the county. Funding for Yucca Mountain oversight by the County is funded through money the County received from the Department of Energy. The approval of this Contract is exempt from CEQA under the common sense rule (CEQA Guidelines 15061(B)(3).

FISCAL IMPACT:

Funding Source	General Funded US Department of Energy	Budget Unit	620605
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$95,000 through June 30, 2026
Future Fiscal Year Impacts
Up to \$95,000 through June 30, 2026
Additional Information

This contract amendment provides for up to \$90,000 to be used during the term of the agreement which began in FY 2022 and will run through FY 2025-2026.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may direct staff to modify the contract or not approve the amendment. This is not recommended as Mr. Zdon's history and expertise are valuable assets for the County to utilize in reviewing and commenting on activities related to Yucca Mountain.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Sally Faircloth	Created/Initiated - 4/2/2025
Darcy Israel	Approved - 4/2/2025
Sally Faircloth	Approved - 4/7/2025
Christian Milovich	Approved - 4/22/2025
John Vallejo	Approved - 4/22/2025
Keri Oney	Approved - 4/22/2025
Amy Shepherd	Approved - 4/22/2025
Nate Greenberg	Final Approval - 4/22/2025

ATTACHMENTS:

1. Roux Associates Inc. (Andy Zdon) Contract Amendment 4
2. Roux Associates Inc. (Andy Zdon) Contract & Amendments 1-3
3. Insurance Requirements

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

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

WHEREAS, on April 12, 2022, the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2021 to June 30, 2023.

WHEREAS, on April 12, 2022, the County and Contractor consented to amend the term to be July 1, 2021 to June 30, 2023 on Attachments A-E as applicable.

WHEREAS, on April 12, 2022, the County and Contractor consented to amend Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$60,000.

WHEREAS, on April 12, 2022, the County and Contractor consented to amend the not to exceed amount to be \$60,000 on Attachments A-E as applicable.

WHEREAS, on June 6, 2023, the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2021 to June 30, 2024.

WHEREAS on June 6, 2023, the County and Contractor consented to amend the term to be July 1, 2021 to June 30, 2024 on Attachments A-E as applicable.

WHEREAS, on June 6, 2023, the County and Contractor consented to amend Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$80,000.

WHEREAS, on June 6, 2023, the County and Contractor consented to amend the not to exceed amount to be \$80,000 on Attachments A-E as applicable.

WHEREAS, on June 18, 2024, the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2021 to June 30, 2025.

WHEREAS on June 18, 2024, the County and Contractor consented to amend the term to be July 1, 2021 to June 30, 2025 on Attachments A-E as applicable.

WHEREAS, on June 18, 2024, the County and Contractor consented to amend Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$90,000.

WHEREAS, on June 18, 2024, the County and Contractor consented to amend the not to exceed amount to be \$90,000 on Attachments A-E as applicable.

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

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

County and Contractor hereby Amend such Agreement as follows:

1. Amend Section 2 - TERM to July 1, 2021 to June 30, 2026.
2. Amend the term to July 1, 2021 – June 30, 2026 on Attachments A-E as applicable.
3. Amend Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$95,000.
4. Amend the not to exceed amount to be \$95,000 on Attachments A-E as applicable.
5. Amend Attachment D – Insurance Requirements.

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

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

COUNTY

CONTRACTOR

By: _____

By: Richard Maxwell
Richard Maxwell (Mar 24, 2025 10:39 PDT)

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Christian C. Milovich

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

R. Oney

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg
Aaron Holmberg (Mar 31, 2025 16:38 PDT)

County Risk Manager

**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Insured Name: Roux Associates, Inc.

Policy Number: IEPUW0030994500

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

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ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC) COVERAGE FORM

Various provisions in this policy restrict coverage. Please read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words “we”, “us” and “our” refer to the Company providing this insurance.

COVERAGE PART III – SITE POLLUTION INCIDENT LEGAL LIABILITY and **COVERAGE PART IV – PROFESSIONAL LIABILITY** of this policy are limited to claims that are first made and reported to us within the policy period or, if applicable, the extended reporting period.

The word “insured” means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Defined terms, other than headings, appear in bold face type. Refer to **SECTION V - DEFINITIONS**.

Subject to and contingent upon your payment in full of the premium when due and any applicable deductible and in reliance upon the truth, accuracy and completeness of the statements in the insurance application and any materials submitted in connection therewith or prior thereto, and subject to all terms, conditions, limitations, and exclusions of this policy, we agree with you to the following:

SECTION I – COVERAGES

COVERAGE PART I: COMMERCIAL GENERAL LIABILITY AND POLLUTION LIABILITY

COVERAGE PART I – Coverage Specific Insuring Agreements and Exclusions

Coverage A: General Bodily Injury and Property Damage Liability

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies but only if:

- a. The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
- b. The **bodily injury** or **property damage** takes place during the **policy period**.

2. Exclusions

In addition to exclusions found in **COVERAGE PART I – Common Exclusions** this insurance does not apply to any:

a. Aircraft, Auto or Watercraft

Bodily injury or **property damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and **loading or unloading**.

This exclusion applies even if the **claims** against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury** or **property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is not being used to carry persons or property for a charge;
- (3) An aircraft hired or chartered by or loaned to an insured with a paid crew;
- (4) Parking an **auto** on, or on the ways next to, premises you own or rent, provided the **auto** is not owned by or rented or loaned to you or the insured;
- (5) Liability assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or

(6) **Bodily injury** or **property damage** arising out of the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law where it is licensed or principally garaged or the operation of any of the machinery or equipment listed in Paragraph f. (2) or f. (3) of the definition of **mobile equipment**.

b. Asbestos and Lead

(1) **Bodily injury** arising, in whole or in part, out of the presence, ingestion, inhalation or absorption of, or exposure to, asbestos, asbestos containing materials, lead or lead containing materials in any form; or

(2) **Property damage** arising, in whole or in part, out of the presence of, or exposure to, asbestos, asbestos containing materials, lead or lead containing materials in any form.

c. Employment - Related Practices

Bodily injury to:

(1) A person arising out of any refusal to employ that person, termination of that person's employment or employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of the person as a consequence of **bodily injury** to that person at whom any of the employment-related practices described in Paragraph (1) immediately above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

d. Liquor Liability

Bodily injury or **property damage** for which any insured may be held liable by reason of causing or contributing to the intoxication of any person, the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol, or any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the **claims** against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the **occurrence** which caused the **bodily injury** or **property damage**, involved that which is described in the Paragraph immediately above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

e. Mobile Equipment

Bodily injury or **property damage** arising out of the transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any insured or the use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

f. Personal And Advertising Injury

Bodily injury arising out of **personal and advertising injury**.

g. Pollution

(1) **Bodily injury** or **property damage** caused, in whole or in part, by a **pollution incident** or **pollutants**.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others incur **clean-up costs**; or

(b) **Claim** or **suit** by or on behalf of a governmental authority for damages because of **clean-up costs**.

h. Recording And Distribution Of Material Or Information In Violation Of Law

Bodily injury or **property damage** arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Coverage B: Hostile Fire and Building Equipment Liability

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages to which this insurance applies because of:

- a. **Bodily injury** sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; and
- b. **Bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**,

But only if:

- (1) The **bodily injury or property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
- (2) The **bodily injury or property damage** takes place during the **policy period**.

2. Exclusions

In addition to exclusions found in **COVERAGE PART I – Common Exclusions**, this insurance does not apply to any:

a. Aircraft, Auto or Watercraft

Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and **loading or unloading**.

This exclusion applies even if the **claims** against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury or property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft that is owned or operated by or rented or loaned to any insured.

b. Asbestos and Lead

- (1) **Bodily injury** arising, in whole or in part, out of the presence, ingestion, inhalation or absorption of, or exposure to, asbestos, asbestos containing materials, lead or lead containing materials in any form; or
- (2) **Property damage** arising, in whole or in part, out of the presence of, or exposure to, asbestos, asbestos containing materials, lead or lead containing materials in any form.

Coverage C: Products Pollution and Exposure Liability

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages to which this insurance applies because of:

- a. **Bodily injury, property damage or environmental damage** that results from a **pollution incident** caused by **your product** and included in the **products-completed operations hazard**; or
- b. **Bodily injury or property damage** that results from the ingestion, inhalation or absorption of, contact with, or exposure to, any fumes, dust, particles, vapors, liquids or other substances that are or originate from **your product** and included in the **products-completed operations hazard**,

But only if:

- (1) The **bodily injury, property damage or environmental damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
- (2) The **bodily injury, property damage or environmental damage** takes place during the **policy period**.

2. Exclusions

In addition to exclusions found in **COVERAGE PART I – Common Exclusions**, this insurance does not apply to any:

a. Asbestos

- (1) **Bodily injury** arising, in whole or in part, out of the presence, ingestion, inhalation or absorption of, or exposure to, asbestos or asbestos containing materials in any form;
- (2) **Property damage** arising, in whole or in part, out of the presence of, or exposure to, asbestos or asbestos containing materials in any form; or
- (3) **Environmental damage** arising, in whole or in part, from asbestos or asbestos containing materials in, on, or applied to any building or other structure. This exclusion does not apply to **clean-up costs** for the remediation of soil, surface water or groundwater.

b. Product Disposal

Bodily injury, property damage or environmental damage arising out of the disposal of **your product**.

c. Products as Waste

Environmental damage arising out of **your product** which is **waste**.

d. Transportation

Bodily injury, property damage or environmental damage arising during **transportation**.

Coverage D: Time-Element Pollution Bodily Injury and Property Damage Liability

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies that results from a **time-element pollution incident** on, at, under or migrating from any **location** which is owned or occupied by you and which is not specifically scheduled as an **insured site** but only if:

- a. The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
- b. The **bodily injury** or **property damage** takes place during the **policy period**;
- c. You discover the **pollution incident** within ten (10) days of commencement of the **pollution incident**; and
- d. The **pollution incident** is reported to us in writing within thirty (30) days of commencement of the **pollution incident**.

2. Exclusions

In addition to exclusions found in **COVERAGE PART I – Common Exclusions**, this insurance does not apply to any:

a. Criminal Fines, Penalties and Assessments

Criminal fines, criminal penalties or criminal assessments.

b. Noncompliance

Bodily injury or property damage that results from or are associated with a **responsible executives** intentional disregard of, or deliberate, knowing, willful or dishonest noncompliance with any **environmental law**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter, or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement.

However, this exclusion shall not apply to noncompliance based upon:

- (1) Good faith reliance upon specific written advice of qualified counsel received in advance of such noncompliance; or
- (2) Reasonable efforts to mitigate a **pollution incident** that necessitates immediate action, provided that such **pollution incident** is reported to us in writing within fourteen (14) days of its commencement.

c. Transportation

Bodily injury or property damage arising during **transportation**.

Coverage E: Non-Owned Site Pollution Bodily Injury and Property Damage Liability

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies that results from a **pollution incident** on, at, under or migrating from any **non-owned site** but only if:

- a. The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
- b. The **bodily injury** or **property damage** takes place during the **policy period**.

2. Exclusions

In addition to exclusions found in **COVERAGE PART I – Common Exclusions**, this insurance does not apply to any:

a. Criminal Fines, Penalties and Assessments

Criminal fines, criminal penalties or criminal assessments.

b. Noncompliance

Bodily injury or **property damage** that results from or is associated with a **responsible executives** intentional disregard of, or deliberate, knowing, willful or dishonest noncompliance with any **environmental law**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter, or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement.

However, this exclusion shall not apply to noncompliance based upon:

- (1) Good faith reliance upon specific written advice of qualified counsel received in advance of such non-compliance; or
- (2) Reasonable efforts to mitigate a **pollution incident** that necessitates immediate action, provided that such **pollution incident** is reported to us in writing within fourteen (14) days of its commencement.

c. Prior Pollutants or Pollution Incident

Bodily injury or **property damage** arising out of **pollutants** or a **pollution incident** to the extent such **pollutants** or **pollution incident** was known to a **responsible executive** prior to the effective date of the **policy period**.

This exclusion does not apply if the **pollutants** or **pollution incident** giving rise to the **bodily injury** or **property damage** is specifically referenced or identified on a Prior Pollutants or Pollution Incident Exclusion Amendment Endorsement attached to this policy.

d. Transportation

Bodily injury or **property damage** arising during **transportation**.

Coverage F: Pollution Liability during Transportation

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages to which this insurance applies because of:

(1) **Bodily injury, property damage** or **environmental damage** that results from a **pollution incident** during **transportation**;
or

(2) **Bodily injury, property damage** or **environmental damage** that results from **misdelivery** during **transportation**,

But only if:

(a) The **bodily injury, property damage** or **environmental damage** is caused by an **occurrence** that takes place in the **coverage territory**; and

(b) The **bodily injury, property damage** or **environmental damage** takes place during the **policy period**.

- b. We will pay **emergency response expense** incurred by or on behalf of any insured in response to an imminent and substantial threat to human health or the environment that results from a **pollution incident** during **transportation** or **misdelivery** during **transportation** but only if:

(1) The **pollution incident** or **misdelivery** commenced during the **policy period**;

(2) The **pollution incident** or **misdelivery** takes place in the **coverage territory**;

- (3) The **emergency response expense** is incurred within seven (7) days of the commencement of the **pollution incident** or **misdelivery**; and
- (4) The **pollution incident** or **misdelivery** and related **emergency response expense** are reported to us in writing within fourteen (14) days of the commencement of the **pollution incident** or **misdelivery**.

2. Exclusions

In addition to exclusions found in **COVERAGE PART I – Common Exclusions**, this insurance does not apply to any:

a. Criminal Fines, Penalties and Assessments

Criminal fines, criminal penalties or criminal assessments.

b. Damage to Conveyance

Property damage to any **conveyance** utilized during **transportation**. This exclusion does not apply to **claims** made by third-party carriers for such **property damage** arising from the insured's negligence.

c. Insured Site Transportation

Environmental damage arising out of a **pollution incident** during **transportation** within the **boundaries** of an **insured site**.

d. Noncompliance

Bodily injury, property damage or **environmental damage** that results from or is associated with a **responsible executives** intentional disregard of, or deliberate, knowing, willful or dishonest noncompliance with any **environmental law**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter, or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement.

However, this exclusion shall not apply to noncompliance based upon:

- (1) Good faith reliance upon specific written advice of qualified counsel received in advance of such noncompliance; or
- (2) Reasonable efforts to mitigate a **pollution incident** that necessitates immediate action, provided that such **pollution incident** is reported to us in writing within fourteen (14) days of its commencement.

e. Prior Pollutants or Pollution Incidents

Bodily injury, property damage or **environmental damage** arising out of **pollutants** or a **pollution incident** to the extent such **pollutants** or **pollution incident** was known to a **responsible executive** prior to the effective date of the **policy period**.

This exclusion does not apply if the **pollutants** or **pollution incident** giving rise to the **bodily injury, property damage** or **environmental damage** is specifically referenced or identified on a Prior Pollutants or Pollution Incident Exclusion Amendment Endorsement attached to this policy.

Coverage G: Contractors Pollution Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury, property damage** or **environmental damage** to which this insurance applies that results from a **pollution incident** caused by **your work** at any **location** which was not at any time owned or occupied by any insured but only if:
 - (1) The **bodily injury, property damage** or **environmental damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
 - (2) The **bodily injury, property damage** or **environmental damage** takes place during the **policy period**.
- b. We will pay **emergency response expense** incurred by or on behalf of any insured in response to an imminent and substantial threat to human health or the environment that results from a **pollution incident** caused by **your work** at any **location** which was not at any time owned or occupied by any insured but only if:
 - (1) The **pollution incident** commenced during the **policy period**;
 - (2) The **pollution incident** takes place in the **coverage territory**;
 - (3) The **emergency response expenses** are incurred within seven (7) days of the commencement of the **pollution incident**; and

- (4) The **pollution incident** and related **emergency response expenses** are reported to us within fourteen (14) days of the commencement of the **pollution incident**.

2. Exclusions

In addition to exclusions found in **COVERAGE PART I – Common Exclusions**, this insurance does not apply to any:

a. Criminal Fines, Penalties and Assessments

Criminal fines, criminal penalties or criminal assessments.

b. Disposal Site

Bodily injury, property damage or environmental damage arising out of a **pollution incident** on, at, under or migrating from any transfer, storage, disposal, landfill, treatment or consolidation **location** beyond the **boundaries** of a job site where **your work** is performed.

c. Noncompliance

Bodily injury, property damage or environmental damage that results from or are associated with a **responsible executives** intentional disregard of, or deliberate, knowing, willful or dishonest noncompliance with any **environmental law**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter, or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement. However, this exclusion shall not apply to noncompliance based upon:

- (1) Good faith reliance upon specific written advice of qualified counsel received in advance of such noncompliance; or
- (2) Reasonable efforts to mitigate a **pollution incident** that necessitates immediate action, provided that such **pollution incident** is reported to us in writing within fourteen (14) days of its commencement.

d. Prior Pollutants or Pollution Incidents

Bodily injury, property damage or environmental damage arising out of **pollutants** or a **pollution incident** resulting from **your work** to the extent such **pollutants** or **pollution incident** resulting from **your work** was known to a **responsible executive** prior to the effective date of the **policy period**.

This exclusion does not apply if the **pollutants** or **pollution incident** giving rise to the **bodily injury, property damage or environmental damage** is specifically referenced, or identified on a Prior Pollutants or Pollution Incident Amendment Endorsement attached to this policy.

e. Transportation

Bodily injury, property damage or environmental damage arising during **transportation**.

COVERAGE PART I – Common Insuring Agreement

The following insuring agreements apply to **Coverages A** through **G** inclusive:

1. We will have the right and duty to defend the insured against any **suit** seeking damages for **bodily injury, property damage or environmental damage** to which any of **Coverages A** through **G** applies. However, we will have no duty to defend the insured against any **suit** seeking damages to which any of those coverages do not apply. We may, at our discretion, investigate any **occurrence** and settle any **claim** or **suit** that may result. But:
 - a. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE**;
 - b. Our right and duty to defend ends when we have used up the applicable limits of insurance in the payment of judgments, settlements, **clean-up costs** or **emergency response expense** under the applicable coverage found in **Coverage Part I**; and
 - c. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **COVERAGE PART I – Supplementary Payments**.
2. **Bodily injury, property damage or environmental damage** will be deemed to have been known to have occurred at the earliest time when any **responsible executive**:
 - a. Reports all, or any part, of the **bodily injury, property damage or environmental damage** to us or any other insurer;
 - b. Receives a written or verbal demand or **claim** for damages because of the **bodily injury, property damage or environmental damage**; or

- c. Becomes aware by any other means that **bodily injury, property damage or environmental damage** has occurred or has begun to occur.
- 3. The following applies to progressive or indivisible **bodily injury, property damage or environmental damage**, including any continuation, change or resumption of such **bodily injury, property damage or environmental damage**, which takes place over a period of days, weeks, months or longer caused by continuous or repeated exposure to the same, related or continuous: (i) **pollution incident**; or (ii) general harmful conditions or substances:
 - a. Such **bodily injury, property damage or environmental damage** shall be deemed to have taken place only on the date of first exposure to such **pollution incident** or general harmful conditions or substances; or
 - b. Such **bodily injury, property damage or environmental damage** shall be deemed to have taken place during the policy period of the first policy issued by us to you providing coverage substantially the same as that provided by **COVERAGE PART I** of this policy for **bodily injury, property damage or environmental damage** that takes place during the **policy period** but only if:
 - (1) The date of first exposure cannot be determined or is before the effective date of the first policy issued by us to you providing coverage substantially the same as that provided by **COVERAGE PART I** of this policy for **bodily injury, property damage or environmental damage** that takes place during the **policy period**; and
 - (2) Such **bodily injury, property damage or environmental damage** continues, in fact, to take place during this **policy period**.
- 4. If the same, related or continuous **pollution incident** or general harmful conditions or substances results in **bodily injury, property damage or environmental damage** that takes place during the policy periods of different policies issued by us to you providing coverage substantially the same as that provided by **COVERAGE PART I** of this policy for **bodily injury, property damage or environmental damage** that takes place during the **policy period**:
 - a. All such **bodily injury, property damage and environmental damage** shall be deemed to have taken place only during the first policy period of such policies in which any of the **bodily injury, property damage or environmental damage** took place; and
 - b. All damages arising from all such **bodily injury, property damage or environmental damage** shall be deemed to have arisen from one **occurrence** and shall be subject to the Each Occurrence Limit applicable to the policy for such first policy period.
- 5. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

COVERAGE PART I – Supplementary Payments

- 1. We will pay, with respect to any **claim** we investigate or settle, or any **suit** against an insured we defend under **COVERAGE PART I**:
 - a. All expenses we incur.
 - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which **bodily injury** in **COVERAGE PART I** applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a **suit** and an indemnitee of the insured is also named as a party to the **suit**, we will defend that indemnitee if all of the following conditions are met:
 - a. The **suit** against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an **insured contract**;

- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same **insured contract**;
- d. The allegations in the **suit** and the information we know about the **occurrence** are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of the indemnitee against such **suit** and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the **suit**;
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **suit**;
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the **suit**; and
 - (b) Conduct and control the defense of the indemnitee in such **suit**.

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **COVERAGE PART I – Supplementary Payments**. Notwithstanding the provisions of **COVERAGE PART I – Common Exclusions**, Exclusion a. **Contractual Liability**, Paragraph (2), such payments will not be deemed to be damages for **bodily injury, property damage and environmental damage** and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **COVERAGE PART I – Supplementary Payments** ends when we have used up the applicable limit of insurance in the payment of judgments or settlements; or the conditions set forth above, or the terms of the agreement described in Paragraph f. immediately above, are no longer met.

COVERAGE PART I – Common Exclusions:

The insurance provided in **COVERAGE PART I** does not apply to any:

a. Contractual Liability

Bodily injury, property damage or environmental damage for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury, property damage or environmental damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **insured contract**, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of **bodily injury, property damage or environmental damage**, provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

b. Damage to Impaired Property or Property Not Physically Injured

Property damage or environmental damage to impaired property or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in **your product or your work**; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

c. Damage to Property

Property damage or environmental damage to:

- (1) Property you own or occupy including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the **property damage** or **environmental damage** arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** or **environmental damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire, lightning or explosion) to premises, including the contents of such premises, rented to you for a period of thirty (30) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** or **environmental damage** included in the **products-completed operations hazard**.

d. Damage to Your Product

Property damage to **your product** arising out of it or any part of it.

e. Damage to Your Work

Property damage or environmental damage to **your work** arising out of it or any part of it and included in the **products completed operations hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor or for liability assumed under a sidetrack agreement.

f. Electronic Data and Access or Disclosure of Confidential or Personal Information

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) immediately above.

However, unless Paragraph (1) immediately above applies, this exclusion does not apply to damages because of **bodily injury**.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

g. Employer's Liability

Bodily injury to:

- (1) An **employee** of the insured, arising out of and in the course of employment by the insured or performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph (1) immediately above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an **insured contract**.

h. Expected or Intended Injury or Damage

Bodily injury, property damage or environmental damage expected or intended from the standpoint of the insured. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

i. Insurance Provided in Other Coverage Parts

Bodily injury, property damage, environmental damage, or any other injury or damage, for which coverage is provided by any other COVERAGE PART of this policy.

j. Known Injury or Damage

Bodily injury, property damage or environmental damage that occurred in whole or in part prior to the **policy period** and was known prior to the **policy period** by a **responsible executive**. Any continuation, change or resumption of such **bodily injury, property damage or environmental damage** will be deemed to have been known by a **responsible executive** prior to the **policy period**.

This exclusion does not apply to any continuation, change or resumption of **environmental damage** caused by **your work** performed after the effective date of the **policy period**.

k. Naturally Present Pollutants

Property damage or environmental damage arising out of **pollutants** at levels naturally present where the **environmental damage or property damage** occurs.

However, this exclusion does not apply:

- a. To **clean-up costs** required by **environmental laws** governing the liability or responsibilities of an insured to respond to a **pollution incident**; or
- b. If such damage is a result of an unexpected or unintended **pollution incident** arising from **your work**.

l. Nuclear Material

Bodily injury, property damage or environmental damage based upon or arising out of the radioactive, toxic or explosive properties of **nuclear material** and with respect to which the insured is:

- (1) Required to maintain financial protection pursuant to the Atomic Energy Act of 1954;
- (2) Entitled to indemnity from the United States of America or any agency thereof; or
- (3) An insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of limits.

m. Recall of Products, Work or Impaired property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of, **your product, your work or impaired property** if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

n. War

Bodily injury, property damage or environmental damage, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

o. Workers Compensation and Similar Laws

Any obligation of the insured under workers' compensation, disability benefits or unemployment compensation law or any similar law.

COVERAGE PART I – Coverage A., Paragraph 2., Exclusions a., e. and f. and COVERAGE PART I – Common Exclusions, Exclusion b., through g. inclusive and m. through o. inclusive do not apply to damage by fire, lightning or explosion to premises while rented to or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE, Paragraph 5.**

COVERAGE PART II: MISCELLANEOUS COVERAGES

Coverage A: Personal and Advertising Injury Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **personal and advertising injury** to which this insurance applies. We will have the right and duty to defend the insured against any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit** seeking damages for **personal and advertising injury** to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any **claim** or **suit** that may result. But:
 - (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE;**
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this **Coverage A;** and
 - (3) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **COVERAGE PART II - Supplementary Payments.**
- b. This insurance applies to **personal and advertising injury** caused by an offense arising out of your business but only if the offense was committed in the **coverage territory** during the **policy period.**
- c. If the same, related or continuous offense is committed during the policy periods of different policies issued by us to you providing coverage substantially the same as that provided by **COVERAGE PART II – Coverage A: Personal and Advertising Injury Liability** for offenses committed during the **policy period,** all such offenses shall be deemed to have taken place only during the first policy period of such policies in which any of the offenses were committed.

2. Exclusions

This insurance does not apply to any:

a. Breach of Contract

Personal and advertising injury arising out of a breach of contract, except an implied contract to use another's advertising idea in your **advertisement.**

b. Criminal Acts

Personal and advertising injury arising out of a criminal act committed by or at the direction of the insured.

c. Contractual Liability

Personal and advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

d. Electronic Data and Access or Disclosure of Confidential or Personal Information

Personal and advertising injury arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

e. Electronic Chatrooms or Bulletin Boards

Personal and advertising injury arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

f. Infringement of Copyright, Patent, Trademark or Trade Secret

Personal and advertising injury arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your **advertisement**.

However, this exclusion does not apply to infringement, in your **advertisement**, of copyright, trade dress or slogan.

g. Insurance Provided in Other Coverage Parts

Personal and advertising injury, or any other injury or damage, for which coverage is provided by any other COVERAGE PART of this policy.

h. Insureds in Media and Internet Type Businesses

Personal and advertising injury committed by an insured whose business is advertising, broadcasting, publishing or telecasting, designing or determining content of websites for others or an Internet search, access, content or service provider.

However, this exclusion does not apply to paragraphs 37 a., b. and c. of **personal and advertising injury** under **SECTION V – DEFINITIONS**.

For the purpose of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

i. Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**.

j. Material Published Prior to Policy Period

Personal and advertising injury arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the **policy period**.

k. Material Published with Knowledge of Falsity

Personal and advertising injury arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

l. Pollution

(1) **Personal and advertising injury** arising, in whole or in part, out a **pollution incident** or **pollutants**.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others incur **clean-up costs**; or

(b) **Claim** or **suit** by or on behalf of a governmental authority for damages because of **clean-up costs**.

m. Quality of Performance of Goods – Failure to Conform to Statements

Personal and advertising injury arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your **advertisement**.

n. Recording And Distribution Of Material Or Information In Violation Of Law

Personal and advertising injury arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

o. Unauthorized Use of Another's Name or Product

Personal and advertising injury arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

p. War

Personal and advertising injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

q. Wrong Description of Prices

Personal and advertising injury arising out of the wrong description of the price of goods, products or services stated in your **advertisement**.

Coverage B: Employee Benefits Administration Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a negligent act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, in the **administration** of your **employee benefits program** to which this insurance applies. We will have the right and duty to defend the insured against any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit** seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any **claim** or **suit** that may result. But:
 - (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**;
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this **Coverage B**; and
 - (3) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **COVERAGE PART II - Supplementary Payments**.
- b. This insurance applies to damages only if the negligent act, error or omission takes place in the **coverage territory**.

2. Exclusions

This insurance does not apply to any:

a. Available Benefits

Claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

b. Bodily Injury, Property Damage, or Personal and Advertising Injury

Damages arising out of **bodily injury, property damage or personal and advertising injury**.

c. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

d. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

e. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

f. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

g. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the **employee benefit program**.

h. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Claim based upon failure of any investment to perform, errors in providing information on past performance of investment vehicles or advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the **employee benefit program**.

i. Insurance Provided in Other Coverage Parts

Damages for which coverage is provided by any other **COVERAGE PART** of this policy.

j. Prior Act, Error or Omission

Claim arising from any act, error or omission known, prior to the effective date of the **policy period**, to a **responsible executive** if such **responsible executive** knew or could have reasonably foreseen that such an act, error or omission could give rise to a **claim** under this policy.

k. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

l. Workers' Compensation And Similar Laws

Claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

Coverage C: Medical Payments

1. Insuring Agreement

a. We will pay medical expenses as described below for **bodily injury** caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the **coverage territory** and during the **policy period**;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral service.

2. Exclusions

We will not pay expenses for any **bodily injury**:

a. Any Insured

To any insured, except **volunteer workers**.

b. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletics contests.

c. COVERAGE PART I Exclusions

Excluded under **Coverage A** of **COVERAGE PART I** and **COVERAGE PART I - Common Exclusions**

d. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

e. Injury on Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

f. Products-completed operations hazard

Included within the **products-completed operations hazard**.

g. Workers Compensation and Similar Laws

To a person, whether or not an **employee** of any insured, if benefits for the **bodily injury** are payable or must be provided under workers compensation or disability benefits law or a similar law.

Coverage D: Product Withdrawal Expenses

1. Insuring Agreement

- a.** We will reimburse you for **product withdrawal expenses** incurred by you because of a **product withdrawal** to which this insurance applies but only if the **product withdrawal** is initiated in the **coverage territory** during the **policy period** because:

- (1) You determine that the **product withdrawal** is necessary; or
- (2) An authorized government entity has ordered you to conduct a **product withdrawal**.

- b.** We will reimburse **product withdrawal expenses** only if the product that is the subject of the **product withdrawal** was manufactured or distributed no more than twelve (12) months prior to the beginning of the **policy period**.

The amount of such reimbursement is limited as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**. No other obligation or liability to pay sums or perform acts or services is covered.

- c.** The initiation of a **product withdrawal** will be deemed to have been made only at the earliest of the following times:

- (1) When you first announced, in any manner, to the general public, your vendors or to your **employees** (other than those **employees** directly involved in making the determination) your decision to conduct or participate in a **product withdrawal**. This applies regardless of whether the determination to conduct a **product withdrawal** is made by you or is requested by a third party; or
- (2) When you first received, either orally or in writing, notification of an order from an authorized governmental entity to conduct a **product withdrawal**.

- d.** **Product withdrawal expenses** incurred to withdraw **your products** which contain the same or substantially similar defects will be deemed to have arisen out of the same **product withdrawal**.

2. Exclusions

This insurance does not apply to any:

a. Concealment or Fraud

Product withdrawal expenses arising out of your or any other insured's engagement in fraudulent conduct or intention concealment or misrepresentation of a material fact concerning a **product withdrawal** or **product withdrawal expenses** incurred by you.

b. Damages, Fines and Penalties

Compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages.

c. Defense of Claim or Suit

Defense of a **claim** or **suit** against you for liability arising out of a **product withdrawal**.

d. Deterioration, Decomposition or Chemical Transformation

Product withdrawal initiated due to transformation of a chemical nature, deterioration or decomposition of **your product**. This exclusion does not apply if such transformation is caused by:

- (1) An error in manufacturing, design, or processing; or
- (2) **Product tampering**.

e. Expiration of Shelf Life

Product withdrawal initiated due to expiration of the designated shelf life of **your product**.

f. Governmental Ban

Product withdrawal initiated due to the fact that **your product**, or a component contained within **your product**, has been:

- (1) Banned from the market by an authorized government entity prior to the **policy period**; or
- (2) Distributed or sold by you subsequent to any governmental ban.

g. Known Defect

Product withdrawal initiated because of a **defect** in **your product** known to exist by a **responsible executive**, prior to the **policy period** or prior to the time **your product** leaves your control or possession.

h. Product Failure

Product withdrawal initiated due to the failure of **your product** to accomplish its intended purpose, including any breach of warranty or fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause **bodily injury, property damage** or **environmental damage**.

Coverage E: Image Restoration Expenses

1. Insuring Agreement

We will pay **image restoration expenses** incurred by you that arise out of:

- a. An **image restoration event** that results from a **pollution incident** on, at, under or migrating from any **location** which is owned or occupied by you;
- b. An **image restoration event** that results from a **pollution incident** on, at, under or migrating from a **non-owned site**;
- c. An **image restoration event** that results from a **pollution incident** during **transportation** or **misdelivery** during **transportation**; or
- d. An **image restoration event** that results from **pollution incident** caused by **your work** at any **location** which was not at any time owned or occupied by any insured.

But only if:

- (1) The **pollution incident** giving rise to the **image restoration expenses** commenced during the **policy period**;
- (2) The **pollution incident** giving rise to the **image restoration expenses** takes place in the **coverage territory**;
- (3) The **image restoration expenses** are incurred by you within fourteen (14) days of the first newspaper or magazine publication or television news broadcast alleging responsibility by you for such **pollution incident** giving rise to the **image restoration event** and within thirty (30) days of the commencement of such **pollution incident**; and
- (4) The **image restoration event** is reported to us by you, in writing, within fourteen (14) days of commencement of a **responsible executive's** first discovery of such **image restoration event**.

Coverage F: Disinfection Event Expenses

1. Insuring Agreement

We will pay **disinfection expenses** incurred by you that result from:

- a. A **disinfection event** at any **location** which is owned or occupied by you; or
- b. A **disinfection event** caused by **your work** at any **location** which was not at any time owned or occupied by any insured.

But only if:

- (1) The **disinfection event** commences, in its entirety, during the **policy period**;
- (2) The **disinfection event** takes place in the **coverage territory**;
- (3) The **disinfection expenses** are incurred within thirty (30) days of the first discovery of such **disinfection event** by a **responsible executive**; and
- (4) The **disinfection event** is reported to us by you, in writing, within fourteen (14) days of commencement of a **responsible executive's** first discovery of such **disinfection event**.

Coverage G: Pre-Claim Event Expenses

1. Insuring Agreement

We will pay **pre-claim event expenses** incurred by you that result from a **pre-claim event** caused by **your work** at any **location** which was not at any time owned or occupied by any insured but only if:

- (1) The **pre-claim event** commences in its entirety and is reported to us by you during the **policy period**; and
- (2) The **pre-claim event** takes place in the **coverage territory**.

COVERAGE PART II – Exclusions applicable to Coverages E, F and G:

This insurance does not apply to any:

a. Criminal Fines, Penalties and Assessments

Criminal fines, criminal penalties or criminal assessments.

b. Divested Property

Any **disinfection event** which commenced subsequent to the date on which the insured sold, gave away, terminated lease, abandoned or relinquished operational or management control of the **location** at which that **disinfection event** occurred. This exclusion shall not apply to any **location** owned by an insured which is leased to a third party, even if the insured has relinquished operation or management control of such **location**.

c. Known Event

Image restoration event, disinfection event or pre-claim event that was known prior to the **policy period** by a **responsible executive**. Any continuation, change, or resumption of such **pre-claim event** will be deemed to have been known by a **responsible executive** prior to the **policy period**.

d. Noncompliance

Image restoration event, disinfection event or pre-claim event that results from or are associated with a **responsible executives** intentional disregard of, or deliberate, knowing, willful or dishonest noncompliance with any **environmental law**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter, or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement.

However, this exclusion shall not apply to noncompliance based upon:

- (1) Good faith reliance upon specific written advice of qualified counsel received in advance of such noncompliance; or
- (2) Reasonable efforts to mitigate a **pollution incident** that necessitates immediate action, provided that such **pollution incident** is reported to us in writing within fourteen (14) days of its commencement.

e. War

Image restoration event, disinfection event or pre-claim event, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

f. **Workers Compensation and Similar Laws**

Obligation of the insured under workers' compensation, disability benefits or unemployment compensation law or any similar law.

COVERAGE PART II – Supplementary Payments:

We will pay, with respect to any **claim** we investigate or settle, or any **suit** against an insured we defend under **COVERAGE PART II – Coverage A and B:**

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to \$500 a day because of time off from work.
4. All court costs taxed against the insured in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

COVERAGE PART III: SITE POLLUTION INCIDENT LEGAL LIABILITY

Coverage A – Bodily Injury and Property Damage Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies that results from a **pollution incident** on, at, under or migrating from an **insured site**. We will have the right and the duty to defend the insured against any **suit** seeking damages for **bodily injury** or **property damage** to which this COVERAGE PART applies. However, we will have no duty to defend the insured against any **suit** seeking damages to which this COVERAGE PART does not apply. We may, at our discretion, investigate any **pollution incident** and settle any **claim** or **suit** that may result. But:
 - (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance under **COVERAGE PART III** in the payment of judgments, settlements, **clean-up costs**, **emergency response expense** and **legal and claims expense payments**.
- b. This insurance applies to **bodily injury** and **property damage** only if:
 - (1) The **bodily injury** or **property damage** is caused by a **pollution incident** that commenced on or after the retroactive date applicable to the **insured site** and before the end of the **policy period**; and
 - (2) A **claim** for damages because of the **bodily injury** or **property damage** is first made against any insured and reported to us in writing during the **policy period** or any **extended reporting period** we provide under **SECTION IV – CONDITIONS**, Condition **12. Extended Reporting Period**.

A **claim** received by the insured during the **policy period** and reported to us within thirty (30) days after the end of the **policy period** will be considered to have been reported within the **policy period**.

- c. If we have accepted coverage under this policy for a **pollution incident** or **claim**, and we, or an affiliate, issue a subsequent insurance policy to you, and during that subsequent insurance policy:

- (1) A **claim** arising from the same, related or continuous **pollution incident** is first made against an insured; and
- (2) Such **claim** is reported to us, or an affiliate, while such subsequent insurance policy is in effect,

Then coverage for that subsequently reported **claim** shall be:

- (1) Determined solely by the terms, conditions, limitations, and exclusions of the subsequently issued insurance policy, other than that policy's limits of insurance; and
- (2) Subject to the Each Incident Limit – COVERAGE PART III: Site Pollution Incident Legal Liability and remaining General Aggregate Limit, if any, of this Policy; however, to the extent that the subsequently issued insurance policy has a sublimit of liability otherwise applicable to that **claim** for an amount that is less than the remaining Each Incident Limit – COVERAGE PART III: Site Pollution Incident Legal Liability in this Policy, then the applicable limit of insurance for that **claim** shall be that policy's sublimit of liability.

For the purposes of this paragraph c. "related" means based upon, arising out of, resulting from, or in any way involving the same or related facts, circumstances, or events, or the same or related series of facts, circumstances, or events, whether related logically, causally or in any other way, and irrespective of whether involving the same **pollutants**.

Coverage B - First and Third Party On-Site Clean-Up Costs

1. Insuring Agreement

- a. We will pay for **clean-up costs** incurred exclusively for remediation of **pollutants** that are on, at or under an **insured site** or **non-owned site** that the insured becomes legally obligated to pay because of **environmental damage** to which this insurance applies but only if:
- (1) The **environmental damage** is caused by a **pollution incident** on, at or under:
 - (a) An **insured site** provided the **pollution incident** commenced on or after the Retroactive Date applicable to the **insured site** and before the end of the **policy period**; or
 - (b) A **non-owned site** in the **coverage territory** provided that the **pollution incident** commenced before the end of the **policy period**; and
 - (2) The insured:
 - (a) First discovers the **pollution incident** during the **policy period**. Discovery of a **pollution incident** happens when a **responsible executive** (i) first becomes aware of the **pollution incident**, (ii) reports the **pollution incident** to us in writing during the **policy period**, and (iii) promptly reports the **pollution incident** to the appropriate governmental authority as required by **environmental law**; or
 - (b) Becomes legally liable to pay **clean-up costs** as a result of a **claim**, the **claim** for which is first made against any insured and reported to us in writing during the **policy period** or any **extended reporting period** we provide under **SECTION IV – CONDITIONS, Condition 12. Extended Reporting Period**. A **claim** received by the insured during the **policy period** and reported to us within thirty (30) days after the end of the **policy period** will be considered to have been reported during the **policy period**.
- b. We will pay **emergency response expense** incurred by or on behalf of any insured in response to an imminent and substantial threat to human health or the environment that results from a **pollution incident** on, at or under an **insured site** but only if:
- (1) The **pollution incident** commenced during the **policy period**;
 - (2) The **emergency response expenses** are incurred within seven (7) days of the commencement of the **pollution incident**; and
 - (3) The **pollution incident** and related **emergency response expenses** are reported to us in writing within fourteen (14) days of the commencement of the **pollution incident**.
- c. We have the right and the duty to investigate, settle, contest or appeal any obligation asserted against an insured to pay **clean-up costs** or **emergency response expense**. But:

- (1) the amount we will pay for such investigation, settlement, contest or appeal is limited as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**; and
 - (2) Our right and duty to investigate, settle, contest or appeal ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, **clean-up costs**, **emergency response expense** and **legal and claims expense payments**.
- d. If we have accepted coverage under this policy for a **pollution incident** or **claim**, and we, or an affiliate, issue a subsequent insurance policy to you, and during that subsequent insurance policy:
- (1) A related or continuous **pollution incident** is first discovered, or
 - (2) A **claim** arising from the same, related or continuous **pollution incident** is first made against an insured; and
 - (3) Such **pollution incident** or **claim** is reported to us, or an affiliate, while such subsequent insurance policy is in effect,

Then coverage for that subsequently reported **pollution incident** or **claim** shall be:

- (1) Determined solely by the terms, conditions, limitations, and exclusions of the subsequently issued insurance policy, other than that policy's limits of insurance; and
- (2) Subject to the Each Incident Limit – COVERAGE PART III: Site Pollution Incident Legal Liability and remaining General Aggregate Limit, if any, of this Policy; however, to the extent that the subsequently issued insurance policy has a sublimit of liability otherwise applicable to that **pollution incident** or **claim** for an amount that is less than the remaining Each Incident Limit – COVERAGE PART III: Site Pollution Incident Legal Liability in this Policy, then the applicable limit of insurance for that **pollution incident** or **claim** shall be that policy's sublimit of liability.

For the purposes of this paragraph d. "related" means based upon, arising out of, resulting from, or in any way involving the same or related facts, circumstances, or events, or the same or related series of facts, circumstances, or events, whether related logically, causally or in any other way, and irrespective of whether involving the same **pollutants**.

2. Exclusions

In addition to exclusions found in **COVERAGE PART III – Common Exclusions**, this insurance does not apply to any:

a. Asbestos and Lead

Environmental damage arising from asbestos, asbestos containing materials, lead or lead containing materials including but not limited to lead-paint in, on, at, within or applied to any building, utility, structure or building material. This exclusion does not apply to **clean-up costs** for the remediation of any soil, groundwater body, surface water body or sediment.

Further, this exclusion shall not apply to **clean-up costs** solely incurred for remediation of asbestos, asbestos containing materials or lead-based paint which has been inadvertently displaced (not including any displacement associated with demolition, renovation or abatement) by an accident which occurs, in its entirety, during the **policy period** and is demonstrable by the insured as commencing during the **policy period**, provided that such accident is reported to us within thirty (30) days of its commencement. However, there shall be no coverage for any costs incurred to: remove, abate, repair, dispose of or otherwise address any asbestos, asbestos containing materials or lead-based paint that has not been displaced by such accident; or to remove or dispose of any building, construction or demolition debris.

b. Off-Site Clean-Up Costs and Emergency Response Expense

Clean-up costs or **emergency response expense** incurred to remediate **pollutants** that are beyond the **boundaries** of a **non-owned site** or an **insured site**.

Coverage C – Off-Site Clean-Up Costs

1. Insuring Agreement

- a. We will pay for **clean-up costs** incurred exclusively for remediation of **pollutants** that are beyond the **boundaries** of an **insured site** or a **non-owned site** that the insured becomes legally obligated to pay because of **environmental damage** to which this insurance applies but only if:
 - (1) The **environmental damage** is caused by a **pollution incident** migrating from:

(a) An **insured site** provided the **pollution incident** commenced on or after the Retroactive Date applicable to the **insured site** and the **pollution incident** commenced before the end of the **policy period**; or

(b) A **non-owned site** in the **coverage territory** provided the **pollution incident** commenced prior to the end of the **policy period**; and

(2) As respects **clean-up costs**, a **claim** for **clean-up costs** is first made against any insured and reported to us in writing during the **policy period** or any **extended reporting period** we provide under **SECTION IV – CONDITIONS**, Condition **12. Extended Reporting Period**.

A **claim** received by the insured during the **policy period** and reported to us within thirty (30) days after the end of the **policy period** will be considered to have been reported within the **policy period**.

b. We will pay **emergency response expense** incurred by or on behalf of any insured in response to an imminent and substantial threat to human health or the environment that results from a **pollution incident** beyond the **boundaries** of an **insured site** but only if:

(1) The **pollution incident** commenced during the **policy period**;

(2) The **emergency response expenses** are incurred within seven (7) days of the commencement of the **pollution incident**; and

(3) The **pollution incident** and related **emergency response expenses** are reported to us in writing within fourteen (14) days of the commencement of the **pollution incident**.

c. We have the right and the duty to investigate, settle, contest or appeal any obligation asserted against an insured to pay **clean-up costs** or **emergency response expense**. But:

(1) The amount we will pay for such investigation, settlement, contest or appeal is limited as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**; and

(2) Our right and duty to investigate, settle, contest or appeal ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, **clean-up costs**, **emergency response expense** and **legal and claims expense** payments.

d. If we have accepted coverage under this policy for a **pollution incident** or **claim**, and we, or an affiliate, issue a subsequent insurance policy to you, and during that subsequent insurance policy:

(1) A **claim** arising from the same, related or continuous **pollution incident** is first made against an insured; and

(2) Such **claim** is reported to us, or an affiliate, while such subsequent insurance policy is in effect,

Then coverage for that subsequently reported **claim** shall be:

(1) Determined solely by the terms, conditions, limitations, and exclusions of the subsequently issued insurance policy, other than that policy's limits of insurance; and

(2) Subject to the Each Incident Limit – **COVERAGE PART III: Site Pollution Incident Legal Liability** and remaining General Aggregate Limit, if any, of this Policy; however, to the extent that the subsequently issued insurance policy has a sublimit of liability otherwise applicable to that **claim** for an amount that is less than the remaining Each Incident Limit – **COVERAGE PART III: Site Pollution Incident Legal Liability** in this Policy, then the applicable limit of insurance for that **claim** shall be that policy's sublimit of liability.

For the purposes of this paragraph d. "related" means based upon, arising out of, resulting from, or in any way involving the same or related facts, circumstances, or events, or the same or related series of facts, circumstances, or events, whether related logically, causally or in any other way, and irrespective of whether involving the same **pollutants**.

2. Exclusions

In addition to exclusions found in **COVERAGE PART III – Common Exclusions**, this insurance does not apply to any:

a. On-Site Clean-Up Costs

Clean-up costs or **emergency response expense** incurred to remediate **pollutants** that are on, at, under or otherwise within the **boundaries** of a **non-owned site** or an **insured site**.

COVERAGE PART III - Common Exclusions

The insurance provided in **COVERAGE PART III** does not apply to any:

a. Contractual Liability

Bodily injury, property damage or **environmental damage** for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an **insured contract** (other than any contract pertaining to, in whole or in part, the purchase or sale of any real property, company stock or other assets), provided the **bodily injury, property damage** or **environmental damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **insured contract**, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of **bodily injury, property damage** or **environmental damage**, provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

b. Criminal Fines, Penalties and Assessments

Criminal fines, criminal penalties or criminal assessment.

c. Divested Property

Pollution incident which commenced subsequent to the date on which the insured sold, gave away, terminated lease, abandoned or relinquished operational or management control of the **location** at which that **pollution incident** occurred. This exclusion shall not apply to any **location** owned by an insured which is leased to a third party, even if the insured has relinquished operation or management control of such **location**.

d. Employer's Liability

Bodily injury to:

- (1) An **employee** of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph (1) immediately above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

e. Expected or Intended Injury or Damage

Bodily injury, property damage or **environmental damage** expected or intended from the standpoint of the insured.

f. Insurance Provided in Other Coverage Parts

Bodily injury, property damage, clean-up costs, environmental damage, or any other injury or damage, for which coverage is provided by any other **COVERAGE PART** of this policy.

g. Material Change in Use

Clean-up costs resulting from a material change in use or operation at any **insured site** from the use or operations at such **insured site** at the effective date of the **policy period**

h. Named Insured versus Named Insured

Damages, **claims**, or **suits** brought by or on behalf of one Named Insured against any other Named Insured.

i. Naturally Present Pollutants

Property damage or environmental damage arising out of **pollutants** at levels naturally present where the **property damage or environmental damage** occurs.

j. **Noncompliance**

Bodily injury, property damage or environmental damage that results from or are associated with a **responsible executives** intentional disregard of, or deliberate, knowing, willful or dishonest noncompliance with any **environmental law**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter, or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement.

However, this exclusion shall not apply to noncompliance based upon:

- (1) Good faith reliance upon specific written advice of qualified counsel received in advance of such noncompliance; or
- (2) Reasonable efforts to mitigate a **pollution incident** that necessitates immediate action, provided that such **pollution incident** is reported to us in writing within fourteen (14) days of its commencement.

k. **Nuclear Material**

Bodily injury, property damage or environmental damage based upon or arising out of the radioactive, toxic or explosive properties of **nuclear material** and with respect to which the insured is:

- a. Required to maintain financial protection pursuant to the Atomic Energy Act of 1954;
- b. Entitled to indemnity from the United States of America or any agency thereof; or
- c. An insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of limits.

l. **Previously Reported Claim**

Claim or suit first made and reported to us during the **policy period** arising from the same, related or continuous **pollution incident** for which a **claim or suit** was reported under any policy of which this policy is a renewal or replacement or succeeds in time, whether or not such prior policy affords coverage for such **claim or suit**.

m. **Prior Pollutants or Pollution Incident**

Bodily injury, property damage or environmental damage arising out of **pollutants** or a **pollution incident** to the extent such **pollutants** or **pollution incident** was known to a **responsible executive** prior to the effective date of the **policy period**.

This exclusion does not apply if the **pollutants** or **pollution incident** giving rise to the **bodily injury, property damage or environmental damage** is specifically referenced or identified on a Prior Pollutants or Pollution Incident Exclusion Amendment Endorsement attached to this policy.

n. **Transportation**

Bodily injury, property damage or environmental damage arising out of a **pollution incident** during **transportation**.

o. **Underground Storage Tanks**

Bodily injury, property damage or environmental damage based upon or arising out of any **underground storage tank** which is: (i) Known to a **responsible executive** as of the effective date of the **policy period**; (ii) Known to a **responsible executive** as of the date an **insured site** is added by Endorsement during the **policy period**; or (iii) installed during the **policy period**.

This exclusion does not apply to any **underground storage tank** which has been:

- (1) Closed or abandoned in place prior to the effective date of the **policy period** and in accordance with all applicable **environmental laws** in effect at the time of such removal, closure or abandonment;
- (2) Removed prior to the effective date of the **policy period**; or
- (3) Scheduled to this policy by Endorsement.

Further, this exclusion shall not apply to any new **Underground Storage Tank** installed during the **policy period** which is utilized to store petroleum products, water, wastewater or gases, provided such **Underground Storage Tank** does not hold or collect any solvent or other liquid, including wastewater, which contains any concentration of solvents.

p. **Upgrades, Improvements or Installations**

Costs, charges or expenses for upgrade, improvement of, maintenance, repair or installation of any control to, any property or processes on, at, within or under an **insured site** even if such upgrade, improvement, maintenance, repair or installation is required by **environmental laws**.

q. **War**

Bodily injury, property damage or environmental damage, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

r. **Workers' Compensation and Similar Laws**

Obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

s. **Your Product**

Bodily injury, property damage or environmental damage based upon or arising out of **your product** and occurring away from a **location** you own or occupy or a **non-owned site**.

However, this exclusion does not apply to **bodily injury, property damage or environmental damage** arising out of **your product** migrating from an **insured site**.

COVERAGE PART IV – PROFESSIONAL LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a **professional incident** to which this insurance applies. We will have the right and duty to defend the insured against any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit** seeking damages to which this insurance does not apply. We may at our discretion investigate any **professional incident** and settle any **claim** or **suit** that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance under **COVERAGE PART IV** in the payment of judgments, settlements and **legal and claims expense payments**.

- b. This insurance applies only if:

- (1) The **professional incident** takes place in the **coverage territory**;
- (2) The **professional incident** did not occur before the Retroactive Date shown in the Declarations or after the end of the **policy period**; and
- (3) A **claim** for damages is first made against any insured and reported to us in writing during the **policy period** or any **extended reporting period** we provide under **SECTION IV – CONDITIONS**, Condition **12. Extended Reporting Period**.

A **claim** received by the insured during the **policy period** and reported to us within thirty (30) days after the end of the **policy period** will be considered to have been reported within the **policy period**.

- c. If we have accepted coverage under this policy for a **claim**, and we, or an affiliate, issue a subsequent insurance policy to you, and during that subsequent insurance policy:

- (1) A **claim** arising from the same, related or continuous **professional incident** is first made against an insured; and
- (2) Such **claim** is reported to us, or an affiliate, while such subsequent insurance policy is in effect,

Then coverage for that subsequently reported **claim** shall be:

- (1) Determined solely by the terms, conditions, limitations, and exclusions of the subsequently issued insurance policy, other than that policy's limits of insurance; and
- (2) Subject to the Each Incident Limit – COVERAGE PART IV: Professional Liability and remaining General Aggregate Limit, if any, of this Policy; however, to the extent that the subsequently issued insurance policy has a sublimit of liability otherwise applicable to that **claim** for an amount that is less than the remaining Each Incident Limit – COVERAGE PART IV: Professional Liability in this Policy, then the applicable limit of insurance for that **claim** shall be that policy's sublimit of liability.

For the purposes of this paragraph c. "related" means based upon, arising out of, resulting from, or in any way involving the same or related facts, circumstances, or events, or the same or related series of facts, circumstances, or events, whether related logically, causally or in any other way, and irrespective of whether involving the same **professional incident**.

2. Exclusions

This insurance does not apply to any damages, **claims** or **suits**:

a. Aircraft, Auto or Watercraft

Based upon or arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and **transportation**.

This exclusion applies even if the **claims** against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

b. Bankruptcy

Based upon or arising out of the bankruptcy or insolvency of an insured or of any other person, firm or organization.

c. Contractual Liability

Based upon or arising out of damages for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

d. Construction and Demolition

Based upon or arising out of construction or demolition done by you or on your behalf.

e. Damage to Your Work

Based upon or arising out of damage to **your work** or any part of **your work**.

f. Dishonest or Fraudulent Act

Based upon or arising out of a dishonest, fraudulent, criminal or malicious act, error or omission, provided that the act, error or omission is committed by or at the direction of a **responsible executive**.

g. Discrimination

Based upon or arising out of discrimination by an insured on the basis of race, creed, national origin, disability, age, marital status, sex, or sexual orientation.

h. Disputed Fees

Based upon or arising from disputes over the insured's fees or charges or claims for the return of fees or charges.

i. Employer's Liability

Based upon or arising from **bodily injury** to:

(1) An **employee** of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph (1) immediately above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

j. Failure to Maintain

Based upon or arising out of the insured's requiring, obtaining, maintaining, advising or failing to require, obtain, maintain or advise of any bond, suretyship or any form of insurance.

k. Failure To Comply

Which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, municipal code, administrative complaint, notice of violation, notice letter, administrative order, or instruction of any governmental agency or body, provided that failure to comply is a willful or deliberate act or omission of a **responsible executive**.

l. Fiduciary Liability

Based upon or arising out of:

- (1) Any insured's involvement as a partner, officer, director, stockholder, employer or **employee** of an entity that is not a named insured; or
- (2) Any insured's involvement as a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments, or any regulation or order issued pursuant thereto, or any other employee benefit plan.

m. Fines, Penalties and Assessments

Based upon or arising out of any fines, penalties or assessments or punitive, exemplary or multiplied damages imposed directly against any insured.

n. Insurance Provided in Other Coverage Parts

Based upon or arising out of a **professional incident** for which coverage is provided by any other COVERAGE PART of this policy.

o. Insured versus Insured

Brought by or on behalf of one insured against any other insured.

p. Internal Expense

For costs, charges or expenses incurred by the insured for materials supplied or services performed by the insured.

q. Nuclear Material

Based upon or arising out of the radioactive, toxic or explosive properties of **nuclear material** and with respect to which the insured is:

- (1) Required to maintain financial protection pursuant to the Atomic Energy Act of 1954;
- (2) Entitled to indemnity from the United States of America or any agency thereof; or
- (3) An insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of limits.

r. Owned Facilities

Based upon or arising from or in connection with any **location** which is or was at any time owned, operated, rented, or occupied by you or by any entity that:

- (1) Wholly or partly owns, operates, manages, or otherwise controls you; or
- (2) Is wholly or partly owned, operated, managed, or otherwise controlled by you.

s. Personal and Advertising Injury

Based upon or arising out of **personal and advertising injury**.

t. Previously Reported Claim

Based upon or arising from the same, related or continuous **professional incident** that was the subject of a **claim** reported under any policy of which this policy is a renewal or replacement or which it may succeed in time, whether or not such prior policy affords coverage for such **claim**.

u. Prior Professional Incident

Based upon or arising from any **professional incident** known to a **responsible executive** prior to the effective date of the **policy period**, if such **responsible executive** knew or could have reasonably foreseen that such **professional incident** could give rise to damages, **claims** or **suits** under this policy.

This exclusion does not apply if we have been notified, in writing, of such **professional incident** giving rise to such damages, **claims**, or **suits** during the policy period of a policy previously issued by us to you.

v. Your Product

Based upon or arising out of **your product**.

w. Warranties

Based upon or arising out of express warranties or guarantees. This exclusion shall not apply if liability would have resulted in the absence of such express warranties or guarantees.

x. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Any subsidiary, associated, affiliated, allied or limited liability company or corporation, including subsidiaries thereof, of which you have more than 50% ownership interest at the effective date of the **policy period qualify as a Named Insured.**

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier;
- b.** Coverage under this policy does not apply to **bodily injury, property damage, environmental damage, emergency response expense, image restoration expenses, disinfection expenses, pre-claim event expenses**, or any other injury or damage that occurred before you acquired or formed the organization;
- c.** Coverage under this policy does not apply to **personal and advertising injury** or **product withdrawal expenses** arising out of an offense or **product withdrawal** committed before you acquired or formed the organization; and
- d.** Coverage under this policy does not apply to damages arising out of any act, error or omission or **professional incident** that took place before you acquired or formed the organization.

4. Each of the following is also an insured:

- a. Your **volunteer workers** only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:

(1) Bodily injury or personal and advertising injury:

- (a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** immediately above; or
- (c) Arising out of the providing or failure to provide professional health care services except incidental health care services provided by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services and provided you are not engaged in the business of providing such services.

(2) Property damage, environmental damage, image restoration expenses or disinfection expenses to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your **employees, volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your **employee**), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only with respect to liability arising out of the maintenance or use of that property and until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- e. Any person or organization, other than a third party carrier, you agree to include as an insured in a written contract, written agreement or permit, but only with respect to **bodily injury, property damage, environmental damage, or personal and advertising injury** caused, in whole or in part, by your operations, **your work**, equipment or premises leased or rented by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:

(1) A vendor is not an insured as respects **bodily injury, property damage, environmental damage or personal and advertising injury:**

- (a) For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;
- (b) Arising out of any express warranty unauthorized by you;
- (c) Arising out of any physical or chemical change in the product made intentionally by the vendor;
- (d) Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;
- (e) Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Arising out of demonstration, installation servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product; or
- (g) Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(2) A manager or lessor of premises leased or rented to you, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury, property damage, environmental damage or personal and advertising injury:**

- (a) Arising out of any **occurrence** that takes place after the equipment lease expires or you cease to be a tenant; or
- (b) Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

- (3) The insurance afforded to such additional insured only applies to the extent permitted by law.
- (4) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- f. Any person or organization that has at least a 50% controlling interest in you but only with respect to **bodily injury, property damage, environmental damage or personal and advertising injury** arising solely out of their financial control of you.
- g. A grantor of license but only with respect to their liability as grantor of a license to you.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE

1. The limits of insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. **Claims** made or **suits** brought;
 - c. Persons or organizations making **claims** or bringing **suits**;
 - d. **Pollution incidents**;
 - e. Acts, errors or omissions;
 - f. Benefits included in your **employee benefit program**;
 - g. **Image restoration events**;
 - h. **Disinfection events**;
 - i. **Pre-claim events**; or
 - j. **Product withdrawals** initiated or number of **your products** withdrawn.
2. The General Aggregate Limit:
 - a. Is the most we will pay for the sum of:
 - (1) Damages and **emergency response expense** under **COVERAGE PART I**, except damages because of **bodily injury, property damage or environmental damage** included in the **products-completed operations hazard** other than damages covered under **COVERAGE PART I – Coverage G: Contractors Pollution Liability**;
 - (2) Damages, medical expense, **product withdrawals, image restoration expenses, disinfection expenses or pre-claim event expenses** under **COVERAGE PART II**;
 - (3) Damages, **clean-up costs, emergency response expense and legal and claims expense payments** under **COVERAGE PART III**; and
 - (4) Damages and **legal and claims expense payments** under **COVERAGE PART IV**.
 - b. Shall apply separately as respects all damages caused by:
 - (1) **Occurrences** covered under **COVERAGE PART I, Coverages A, B or D** arising out of operations at a **location** owned or occupied by you;
 - (2) **Occurrences** covered under **COVERAGE PART I, Coverage A or G** arising out of ongoing operations at a project where you are performing **your work**; or
 - (3) **Pollution incidents** covered under **COVERAGE PART III** arising out of operations at an **insured site**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay for damages because of **bodily injury, property damage or environmental damage** included in the **products-completed operations hazard** other than damages covered under **COVERAGE PART I – Coverage G: Contractors Pollution Liability**.

4. Subject to Paragraph 2. or 3. immediately above, whichever applies, the Each Occurrence Limit – **COVERAGE PART I: Coverage A, B, C** inclusive is the most we will pay for the sum of:
- a. Damages under **COVERAGE PART I – Coverage A: General Bodily Injury and Property Damage Liability**;
 - b. Damages under **COVERAGE PART I – Coverage B: Hostile Fire and Building Equipment Liability**; and
 - c. Damages under **COVERAGE PART I – Coverage C: Products Pollution and Exposure Liability**
- because of all **bodily injury, property damage** and **environmental damage** arising out of any one **occurrence**.
5. Subject to Paragraph 4. immediately above, the Damage To Premises Rented To You Limit is the most we will pay under **COVERAGE PART I - Coverage A** for damages because of **property damage** to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
6. Subject to Paragraph 2. immediately above, the Each Occurrence Limit – **COVERAGE PART I: Coverage D, E, F** inclusive is the most we will pay for the sum of:
- a. Damages under **COVERAGE PART I – Coverage D: Time-Element Pollution Bodily Injury and Property Damage Liability**;
 - b. Damages under **COVERAGE PART I – Coverage E: Non-Owned Site Pollution Bodily Injury and Property Damage Liability**; and
 - c. Damages under **COVERAGE PART I – Coverage F: Pollution Liability during Transportation**
- because of all **bodily injury, property damage** and **environmental damage** arising out of any one **occurrence**.
7. Subject to Paragraph 2. immediately above, the Each Occurrence Limit - **COVERAGE PART I: Coverage G** is the most we will pay for the sum of all damages under **COVERAGE PART I – Coverage G: Contractors Pollution Liability** because of **bodily injury, property damage** or **environmental damage** arising out of any one **occurrence**.
8. Subject to Paragraph 2. immediately above, the Personal and Advertising Injury Limit is the most we will pay for the sum of all damages because of all **personal and advertising injury** sustained by any one person or organization.
9. Subject to Paragraph 2. immediately above, the Employee Benefits Administration Liability Limit is the most we will pay for the sum of all damages sustained by any one **employee**, including damages sustained by such **employee's** dependents and beneficiaries. However, the amount paid shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the **employee benefit program**.
10. Subject to Paragraph 2. immediately above, the Medical Expense Limit is the most we will pay under **COVERAGE PART II - Coverage C** for all medical expenses because of **bodily injury** sustained by any one person.
11. Subject to Paragraph 2. immediately above, the Product Withdrawal Expenses Limit is the most we will reimburse you for the sum of all **product withdrawal expenses** incurred for all **product withdrawals** initiated during the **policy period**.
12. Subject to Paragraph 2. immediately above, the Image Restoration Expenses Limit is the most we will pay for all **image restoration expenses** regardless of the number of **image restoration events**.
13. Subject to Paragraph 2. immediately above, the Disinfection Event Expenses Limit is the most we will pay for all **disinfection expenses** regardless of the number of **disinfection events**.
14. Subject to Paragraph 2. immediately above, the Pre-claim Event Expenses Limit is the most we will pay for all **pre-claim event expenses** regardless of the number of **pre-claim events**.
15. Subject to Paragraph 2. immediately above, the Each Incident Limit – **COVERAGE PART III: Site Pollution Legal Liability** is the most we will pay for the sum of:
- a. Damages and **legal and claims expense payments** under **COVERAGE PART III – Coverage A: Bodily Injury and Property Damage**;
 - b. **Clean-up costs, emergency response expense** and **legal and claims expense payments** under **COVERAGE PART III – Coverage B: First and Third Party On-Site Clean-Up Costs**; and
 - c. **Clean-up costs, emergency response expense** and **legal and claims expense payments** under **COVERAGE PART III – Coverage C: Off-Site Clean-Up Costs**
- because of all **bodily injury, property damage** and **environmental damage** arising out of the same, related or continuous **pollution incident**.

16. Subject to Paragraph 2. immediately above, the Each Incident Limit – **COVERAGE PART IV: Professional Liability** is the most we will pay under **COVERAGE PART IV: Professional Liability** for damages and **legal and claims expense payments** arising out of the same, related or continuous **professional incident**.
17. The Limits of Insurance apply in excess of the Deductible amounts shown in the Declarations. The deductible amount applies as follows:
- As respects the Each Incident Limit: **(i)** To the sum of all damages, **clean-up costs, emergency response expense** and **legal and claims expense payments** arising out of the same, related or continuous **pollution incident**; **(ii)** To the sum of all damages and **legal and claims expense payments** arising out of the same, related or continuous **professional incident**.
 - As respects the Each Occurrence Limit, to the sum of all damages as a result of one **occurrence** regardless of the number of persons or organizations who sustain damages because of that **occurrence**.
 - As respects **product withdrawal expenses**, we will pay the amount of **product withdrawal expenses** which are in excess of the Deductible amount shown in the Declarations. If a Participation Percentage is indicated in the Declarations, you agree to participate in the payment of **product withdrawal expenses** which are in excess of the Deductible, to the extent of the Participation Percentage Indicated. The Participation Percentage will apply separately to each product withdrawal. You also agree that the cost of your participation in the loss will be borne entirely by you when due and you will not obtain insurance to cover it.
 - As respects **image restoration expenses**, we will pay the amount of **image restoration expenses** which are in excess of the Deductible amount shown in the Declarations.
 - As respects **disinfection expenses**, we will pay the amount of **disinfection expenses** which are in excess of the Deductible amount shown in the Declarations.
 - As respects **pre-claim event expenses**, we will pay the amount of **pre-claim event expenses** which are in excess of the Deductible amount shown in the Declarations.

We may pay any part or the entire deductible amount to effect settlement of any **claim** or **suit** or to pay **clean-up costs** or **emergency response expense** which may be covered under this policy and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

Subject to **SECTION IV – CONDITIONS**, Condition 17. **Multiple Coverage Sections**, if the same, related or continuous **occurrence, pollution incident** or **professional incident** results in coverage under more than one **COVERAGE PART**, only the highest deductible under all coverage parts will apply.

18. The Limits of Insurance apply to the entire **policy period**. If the **policy period** is extended after policy issuance for an additional period, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.
19. With respect to the insurance afforded to the additional insured in **SECTION II – WHO IS AN INSURED**, paragraphs 4.e. and 4.g., if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- Required by the contract or agreement; or
 - Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less. This shall not increase the applicable Limits of Insurance shown in the Declarations.

SECTION IV – CONDITIONS

1. Assignment

This policy may not be assigned without our prior written consent. Assignment of interest under this policy shall not bind us until our consent is endorsed thereon.

2. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations.

3. Cancellation

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) Ninety (90) days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata and will be subject to the minimum premium stated in the Declarations. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

5. Choice of Forum

In the event that the insured and we have any dispute concerning or relating to this policy, including its formation, coverage provided hereunder, or the meaning, interpretation or operation of any term, condition, definition or provision of this policy resulting in litigation, arbitration or other form of dispute resolution, the insured agrees with us that any such litigation shall exclusively take place in the appropriate federal or state courts located in New York, New York and any arbitration or other form of dispute resolution shall take place in New York, New York.

6. Choice of Law

In the event that the insured and we have any dispute concerning or relating to this policy, including its formation, coverage provided hereunder, or the meaning, interpretation or operation of any term, condition, definition or provision of this policy resulting in litigation, arbitration or other form of dispute resolution, the insured agrees with us that the laws of the State of New York shall apply without giving effect to any conflicts or choice of law principles. The terms and conditions of this policy shall not be deemed to constitute a contract of adhesion and shall not be construed in favor of or against any party hereto by reason or authorship or otherwise.

7. Currency

All reimbursement shall be made in United States currency at the rate of exchange prevailing on:

- a. The date of judgment if judgment is rendered;
- b. The date of settlement if settlement is agreed upon with our written consent;
- c. The date of payment of **clean-up costs** and **emergency response expense**; or
- d. The date **legal and claims expense payments** are paid.

Whichever is applicable.

8. Duties In The Event Of Occurrence, Offense, Pollution Incident, Professional Incident, Act, Error or Omission, Claim or Suit

- a. Without limiting the requirements of any insuring agreement in this policy, you must see to it that we are notified as soon as practicable of an **occurrence**, offense, **pollution incident**, **disinfection event**, **professional incident** or act, error or omission which may result in a **claim**. To the extent possible, notice should include:
 - (1) How, when and where the **occurrence**, offense, **pollution incident**, **disinfection event**, **professional incident** or act, error or omission took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the **occurrence**, offense, **pollution incident**, **disinfection event**, **professional incident** or act, error or omission.
- b. If a **claim** is made or **suit** is brought against any insured, you must:
 - (1) Immediately record the specifics of the **claim** or **suit** and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the **claim** or **suit** as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**;

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the **claim** or defense against the **suit**; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. In the event **emergency response expenses** are incurred, you must provide, in writing, all available information relating to such **emergency response expenses** and the **pollution incident** giving rise thereto to us within fourteen (14) days of commencement of the **pollution incident**. Such information shall include all applicable information detailed in Paragraph a. immediately above.

e. In the event **image restoration expenses, disinfection expenses, or pre-claim event expenses** are incurred, you must provide, in writing, all available information relating to such expenses and the **image restoration event, disinfection event, or pre-claim event** giving rise thereto to us within fourteen (14) days of commencement of such event. Such information shall include all applicable information detailed in Paragraph a. above.

f. In the event of a **time-element pollution incident**, you must provide, in writing, all available information relating to the **pollution incident** giving rise thereto to us within thirty (30) days of commencement of the **pollution incident**. Such information shall include all applicable information detailed in Paragraph a. immediately above.

g. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any cost or expense, other than for first aid and **emergency response expense**, without our prior written consent.

h. When any insured becomes legally obligated to pay **clean-up costs** to which this insurance applies, the insured must:

(1) Submit, for our approval, all proposed work plans prior to submittal to any regulatory agency.

(2) Submit, for our approval, all bids and contracts for **clean-up costs** prior to execution or issuance.

(3) Forward progress submittals regarding **clean-up costs** at reasonable intervals and always prior to submittal to any regulatory agency that is authorized to review and approve such submittals.

We shall have the right, but not the duty, to assume direct control of such **clean-up costs**. Any **clean-up costs** incurred by us shall be applied against the applicable Limit of Insurance and deductible.

i. If we are prohibited under applicable law from investigating, defending or settling any such **claim** or **suit**, the insured shall, under our supervision, arrange for such investigation and defense thereof as is reasonably necessary, and subject to our prior authorization, shall effect such settlement thereof.

9. Duties In The Event Of A Defect Or A Product Withdrawal

a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened defect in **your product**, or any governmental investigation, that may result in a **product withdrawal**.

In addition to notice requirements of the policy, the notice should include:

1. How, when and where the defect was discovered;

2. The nature, location and circumstances of any injury or damage arising out of use or consumption of **your product**.

b. If a **product withdrawal** is initiated, you must immediately record the specifics of the **product withdrawal** and the date it was initiated.

c. You must promptly take all reasonable steps to mitigate the expenses associated with a **product withdrawal**.

d. You and any other involved insured must:

1. Immediately send us copies of pertinent correspondence received in connection with the **product withdrawal**;

2. Cooperate with us in our investigation of the **product withdrawal**.

10. Economic and Trade Sanctions

In accordance with laws and regulation of the United States concerning economic and trade sanctions administered and enforced by The Office Of Foreign Assets Control (OFAC), this policy is void ab initio solely with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade sanctions.

11. Enforceability

If any part of this policy is deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this policy, which shall be enforced to the full extent permitted by law.

12. Extended Reporting Period

This condition applies only as respects **COVERAGE PART III - SITE POLLUTION INCIDENT LEGAL LIABILITY** and **COVERAGE PART IV – PROFESSIONAL LIABILITY**.

a. This condition applies only if:

- (1) The policy is cancelled or non-renewed for any reason except non-payment of the premium; or
- (2) We renew or replace this policy with **COVERAGE PART III - SITE POLLUTION LIABILITY** or **COVERAGE PART IV – PROFESSIONAL LIABILITY** that provides claims-made coverage for **bodily injury, property damage, environmental damage or professional incident** and that has a Retroactive Date later than the one shown in the Declarations or for an **insured site**; and
- (3) You do not purchase coverage to replace the coverage described in Paragraph a.(2) immediately above.

b. Automatic **Extended Reporting Period**

You shall automatically have a period of ninety (90) days following the effective date of such termination of coverage in which to provide written notice to us of **claims** first made and reported within the automatic extended reporting period.

A **claim** first made and reported within the automatic **extended reporting period** will be deemed to have been made on the last day of the **policy period**, provided that the **claim** is for damages, **clean-up costs** or **emergency response expense** arising from a **pollution incident** which commenced on or after the Retroactive Date, if applicable, and before the end of the **policy period** or the **claim** is for damages arising from a **professional incident** that occurred on or after the Retroactive Date and before the end of the **policy period** and is otherwise covered by this policy.

No part of the automatic **extended reporting period** shall apply if the optional **extended reporting period** is purchased.

c. **Extended Reporting Period Option**

- (1) A **claim** first made and reported within forty-eight (48) months after the end of the **policy period** will be deemed to have been made on the last day of the **policy period**, provided that the **claim** is for damages, **clean-up costs** or **emergency response expense** arising from a **pollution incident** which commenced on or after the Retroactive Date, if applicable, and before the end of the **policy period** or the **claim** is for damages arising from a **professional incident** that occurred on or after the Retroactive Date and before the end of the **policy period** and is otherwise covered by this policy.
- (2) The Extended Reporting Period Endorsement will not reinstate or increase the Limits of Insurance or extend the **policy period**.

d. We will issue the Endorsement indicating the **Extended Reporting Period** Option has been accepted if the first Named Insured shown in the Declarations:

- (1) Makes a written request for it which we receive within thirty (30) days after the end of the **policy period**; and
- (2) Promptly pays the additional premium, which will not exceed 200% of the annual premium for the policy, when due.

The Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the Endorsement may not be cancelled. The additional premium will be fully earned when the Endorsement takes effect.

e. The Extended Reporting Period Endorsement will also amend **SECTION IV – CONDITIONS**, Condition 18. **Other Insurance** so the insurance provided will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Endorsement takes effect.

13. Headings

The descriptions in the headings and sub-headings of this policy are inserted solely for convenience and do not constitute any part of the terms or conditions on this policy.

14. Independent Counsel

In the event the insured is entitled by law to select independent counsel to oversee our defense of a **claim** or **suit** at our expense, the attorney fees and all other litigation expenses we must pay to that counsel are limited to the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar **claims** or **suits** in the community where the **claim** or **suit** arose or is being defended.

Additionally, we may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **claims** or **suits** similar to the one pending against the insured and to require such counsel have errors and omissions insurance coverage. As respects any such counsel, the insured agrees that counsel will timely respond to our request for information regarding the **claims** or **suit**.

Furthermore, the insured may at any time, by the insured's written consent, freely and fully waive these rights to select independent counsel.

15. Inspections and Surveys

a. We have the right to:

- (1) Make inspections and surveys at any time;
- (2) Give you reports on the conditions we find; and
- (3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (1) Are safe or healthful; or
- (2) Comply with laws, regulations, codes or standards.

This applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

16. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a **suit** asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

17. Multiple Coverage Sections

No damage, **claim** or **suit**, or part thereof, for which coverage is provided or has been held to apply under one COVERAGE PART of this policy, will be afforded coverage by any other COVERAGE PART of this policy. This condition does not apply to any **claim** for medical expenses under **COVERAGE PART II: MISCELLANEOUS COVERAGES - Coverage C: Medical Payments** caused by **bodily injury** which is covered under **COVERAGE PART I: Coverage A, B, C, D, E, F or G**.

18. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this policy, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, regardless of whether **b.** below applies, in the event that a written contract or agreement or permit requires this insurance to be primary for any person or organization you agreed to insure and such person or organization is an insured under this policy, we will not seek contributions from any such other insurance issued to such person or organization.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;

(iv) If the loss arises out of the maintenance or use of aircraft, **autos** or watercraft to the extent not subject to Exclusion a. of **COVERAGE PART I – Coverage A – General Bodily Injury And Property Damage Liability** or Exclusion a. of **COVERAGE PART IV – Professional Liability**; or

(v) That provides coverage for environmental or pollution liability to you or any person or organization qualifying as an insured under **SECTION II – WHO IS AN INSURED**, paragraphs **1., 4.a., or 4.g.**

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(c) Any project specific primary insurance available to you covering liability for damages arising out of **your work**, for which you are an insured

(2) When this insurance is excess, we will have no duty to defend the insured against any **suit** if any other insurer has a duty to defend the insured against that **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance;

(b) The total of all deductible and self-insured amounts under all that other insurance; and

(c) The deductible and self-insured amounts under this insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts, excess of applicable deductible and self-insured amounts under all such insurance, until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

19. Premiums and Deductible

The first Named Insured shown in the Declarations:

a. Is responsible for the payment of all premiums;

b. Will be the payee for any return premiums we pay; and

c. Is responsible for the payment of all deductibles.

20. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

21. Separation of Insureds

Except with respect to the Limits of Insurance, any insured versus insured exclusions, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom **claim** is made or **suit** is brought.

22. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them. However, if the insured has waived rights of recovery against any person or organization prior to a loss, we waive any right of recovery we may have under this policy against such person or organization.

23. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

24. When We Do Not Renew

If we decide not to renew, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than sixty (60) days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. **Administration** means:

- a. Providing information to **employees**, including their dependents and beneficiaries, with respect to eligibility for or the scope of **employee benefit programs**;
- b. Handling records in connection with the **employee benefit program**; or
- c. Effecting, continuing or terminating any **employee's** participation in any benefit included in the **employee benefit program**.

However, **administration** does not include handling payroll deductions.

2. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

3. **Auto** means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

4. **Bodily injury** means physical injury, sickness, disease, building-related illness, mental anguish, shock or emotional distress, sustained by any person, including death resulting therefrom. **Bodily injury** shall also include medical monitoring costs.
5. **Boundaries** means the area on, under or within the property lines bounding a **location** (including but not limited to any soil, groundwater body or surface water body on, under or within such bounded area).
6. **Claim** means a written demand, notice or assertion of a legal right alleging liability or responsibility on the part of the insured.
7. **Clean-up costs** means reasonable and necessary costs, charges and expenses, including associated **legal and claims expense payments** incurred with our prior written consent, incurred to investigate, remove, dispose of, treat, monitor or test soil, surface water, groundwater or other contaminated media but only:
 - a. To the extent required by **environmental laws** governing the liability or responsibilities of the insured to respond to a **pollution incident**;
 - b. In the absence of a. above, to the extent recommended in writing by an **environmental professional**;
 - c. To the extent incurred by the government or any political subdivision within Definition 9.a. of **coverage territory**; or
 - d. To the extent incurred by parties other than you.

Clean-up costs also includes **restoration costs**

Clean-up costs does not include costs, charges or expenses incurred by the insured for materials supplied or services performed by the insured unless such costs, charges or expenses are incurred with our prior written approval.
8. **Conveyance** means any **auto**, railcar, rolling stock, train, watercraft or aircraft. **Conveyance** does not include pipelines.
9. **Coverage territory** means:
 - a. The United States of America (including its territories and possessions), Puerto Rico, Canada and the Gulf of Mexico;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. immediately above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) The activities of a person whose home is in the territory described in Paragraph a. immediately above, but is away for a short time on your business; or
 - (2) **Personal and advertising injury** offenses that take place through the Internet or similar electronic means of communication;provided the insured's responsibility to pay damages is determined in a **suit** on the merits, in the territory described in Paragraph a. immediately above or in a settlement we agree to; or
 - d. All other parts of the world if the injury or damage arises out of **your product**, a **pollution incident** caused by **your work** at any **location** which was not at any time owned or occupied by any insured, a **pollution incident** during **transportation** or a **pollution incident** on, at, under or migrating from a **non-owned site**, however:
 - (1) We assume no responsibility for furnishing certificates or evidence of insurance or bonds; and
 - (2) We will not be liable for any fine or penalty imposed on you for failing to comply with insurance laws.
10. **Disinfection event** means an outbreak of communicable virus (other than the novel coronavirus (SARS-CoV-2) that causes coronavirus disease 2019 (COVID-2019)) or communicable bacteria at a **location** that requires reporting by the insured of such outbreak to the applicable local, state or federal governmental or public health agency or entity. **Disinfection event** does not include any **pollution incident**.
11. **Disinfection expenses** means reasonable fees and costs incurred by the insured to retain third party qualified vendors to disinfect the actual presence of bacteria or virus at a **location** after a **disinfection event**.
12. **Emergency response expense** means reasonable and necessary expenses incurred in response to an imminent and substantial threat to human health or the environment resulting from a **pollution incident**, and expenses to investigate, remove, dispose of, contain, treat or test soil, surface water, groundwater or other contaminated media resulting from a **pollution incident**.

Emergency response expense shall not include **Bodily injury** or **Property damage**.
13. **Employee** includes a **leased worker** and a **temporary worker**. As respects Employee Benefits Administration Liability, **employee** also means a person actively employed, formerly employed, on leave of absence or disabled, or retired.

- 14. Employee benefits program** means a program providing some or all of the following benefits to **employees**, whether provided through a plan authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars or otherwise:
- a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to those **employees** who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to all **employees** who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies
- 15. Environmental damage** means physical damage to land, **conveyances**, buildings or structures with foundations on land, the atmosphere, any watercourse or body of water including surface water or groundwater, giving rise to **clean-up costs** or **emergency response expense**. **Environmental damage** does not include **disinfection expenses**.
- 16. Environmental laws** means any federal, state, provincial, municipal or local laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations and all amendments thereto, including state voluntary cleanup or risk based corrective action guidance, and governmental, judicial or administrative orders and directives, that are applicable to a **pollution incident**.
- 17. Environmental professional** means an individual approved and designated by us in writing who is duly certified or licensed in a recognized field of environmental science as required by a state board, a professional association, or both, who meet certain minimum qualifications and who maintain specified levels of errors and omissions insurance coverage acceptable to us. We shall consult with the insured in conjunction with the selection of the **environmental professional**.
- 18. Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 19. Extended reporting period** means the claims reporting provision described in **SECTION IV – CONDITIONS**, Condition **12. Extended Reporting Period**.
- 20. Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
- 21. Image restoration event** means a **pollution incident** which results in a newspaper or magazine publication or television news broadcast alleging responsibility on the part of you for such **pollution incident**.
- 22. Image restoration expenses** means reasonable public relations expenses incurred by you to restore public reputation and consumer confidence. **Image restoration expenses** shall include reasonable fees and expenses incurred by you for services rendered by public relations or crisis management firms as well as reasonable and necessary printing, mailing of materials and travel by your **executive officers**, directors, members, partners or **employees** at the direction of such firms. **Image restoration expenses** shall not include the costs to purchase advertising on television, in newspapers or in any other media.
- 23. Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
- a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your work** or your fulfilling the terms of the contract or agreement.
- 24. Insured contract** means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises in excess of thirty (30) consecutive days that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury, property damage or environmental damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

25. Insured site means a **location** listed on the Insured Site Schedule Endorsement, if any, attached to this policy.

26. Leased worker means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

27. Legal and Claims Expense Payments means:

- a. All expenses we incur that are directly allocated to a particular **claim** or **suit**.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to \$500 a day because of time off from work.
- c. All court costs taxed against the insured in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- d. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- f. Expenses incurred by the insured for first aid administered to others at the time of any accident, for **bodily injury** to which this insurance applies.

28. Loading or unloading means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
- b. While it is in or on an aircraft, watercraft or **auto**; or
- c. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered;

But **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **auto**.

29. Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

30. Misdelivery means the delivery of any liquid product into a wrong receptacle or to a wrong address, or the erroneous delivery of one liquid product for another.

31. Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted power cranes, shovels, loaders, diggers or drills or road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. immediately above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** immediately above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

- (1) Equipment designed primarily for snow removal, road maintenance (but not construction or resurfacing) or street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressor, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

32. Mold matter means mold, mildew or fungi, whether or not such **mold matter** is living.

33. Natural resource damage means damages, sought by a governmental or tribal natural resource damage trustee who is authorized to act in such capacity by a natural resource damage statute governing the assessment and restoration of natural resource damages, for the physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any State, Local or Provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe. **Natural resource damage** does not include **environmental damage** or **emergency response expense**.

34. Non-owned site:

a. Means any **location** which:

- (1) Was not at any time owned or occupied by any insured; and
- (2) Which is not specifically scheduled as an **insured site**.

b. Does not include:

- (1) Any **location** which is not licensed by the appropriate federal, state or local authority at the time such facility performs storage, disposal, processing or treatment of waste from your operations or **your work** in compliance with **environmental law**;
- (2) Any **location** or any part thereof that has been subject to a consent order or corrective action under **environmental law** or is listed or proposed to be listed on the Federal National Priorities list (NPL) prior to waste from your operations or **your work** being legally consigned for delivery or delivered for storage, disposal, processing or treatment at such **location**;
- (3) Any **location** of a purchaser or user of **your product**; or
- (4) Any **location** that has been impacted by **pollutants** migrating from any **location** which was at any time owned or occupied by any insured, provided that this item (4) shall not apply to any **location** which was utilized by any insured to perform storage, disposal, processing or treatment of waste from your operations or **your work**.

35. Nuclear material means source material, special nuclear material or byproduct material which have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

36. Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

37. Personal and advertising injury means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;

- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written **publication** directly to the public at large of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. (1) Oral or written **publication** directly to the public at large of material that violates a person's right of privacy;
(2) Oral or written **publication** of material that violates a person's right of privacy by misappropriation of that person's name or likeness;
- f. The use of another's advertising idea in your **advertisement**;
- g. Infringing upon another's copyright, trade dress or slogan in your **advertisement**.

38. Policy period means the period of time stated in the Declarations. However, if the policy is cancelled in accordance with **SECTION IV – CONDITIONS, Condition 3. Cancellation**, the **policy period** ends on the effective date of such cancellation.

39. Pollutants means any solid, liquid, gaseous or thermal irritant, or contaminant, including smoke, soot, vapor, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials (including medical, infectious and pathological wastes). **Pollutants** shall also mean **mold matter**, legionella pneumophila and electromagnetic fields. With the exception of legionella pneumophila, **pollutants** shall not include bacteria or viruses.

40. Pollution incident means:

- a. The discharge, dispersal, release or escape of **pollutants** on, into or upon land, **conveyances**, buildings or structures with foundations on land, the atmosphere, any body of water including surface water or groundwater;
- b. The discharge, dispersal, release, or escape of silt or sedimentation that originated at and migrated from a **location** where you are performing **your work**; or
- c. The presence of **mold matter**.

Pollution incident includes the illicit abandonment of **pollutants** at any **location** which is owned or occupied by you provided that such abandonment was committed by parties other than an insured and without the knowledge of a **responsible executive**.

41. Pre-claim event means a **pollution incident** arising out of **your work** that would reasonably be expected to give rise to a **claim** covered by this policy.

42. Pre-claim event expense means:

- a. Reasonable and necessary fees charged by an **environmental professional** or attorney mutually agreed upon by the first named insured shown in the Declarations and us, for environmental consulting, investigative, testing or legal services, solely to the extent such fees are incurred as a result of a **pre-claim event**;
- b. Costs, charges and expenses incurred by us in the investigation or adjustment of a **pre-claim event**; and
- c. All reasonable and necessary expenses incurred by you at our request to assist us in the investigation of a **pre-claim event**, including your employees' lost salaries or wages, up to \$500 a day.

Except as expressly set forth in this Definition, **pre-claim event expenses** shall not include costs, charges or other expenses incurred: prior to our agreement upon the selection of an **environmental professional** or attorney; or by you for goods supplied by or on behalf of your staff or salaried employees, or by your parent, subsidiary or affiliate, unless such costs, charges or other expenses are incurred with our prior written consent, which consent shall not be unreasonably withheld.

43. Products - completed operations hazard:

- a. Includes all **bodily injury, property damage** or **environmental damage** occurring away from a **location** you own or occupy and arising out of **your product** or **your work** except:
 - i. Products that are still in your physical possession; or
 - ii. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include **bodily injury, property damage or environmental damage** arising out of the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **loading or unloading** of that vehicle by any insured or the existence of tools, uninstalled equipment or abandoned or unused materials.

44. Product tampering is an act of intentional alteration of your product which has caused or is reasonably expected to cause **bodily injury, property damage or environmental damage**. When **product tampering** is known, suspected or threatened, a **product withdrawal** will be limited to those batches of **your product** which are known or suspected to have been tampered with.

45. Product withdrawal means the recall or withdrawal:

- a. From the market; or
- b. From use by any other person or organization;

of **your products**, or products which contain **your products**, because of known or suspected defects in **your product**, or known or suspected **product tampering**, which has caused or is reasonably expected to cause **bodily injury, property damage or environmental damage**.

46. Product withdrawal expenses means those reasonable and necessary extra expenses, listed below, paid and directly related to a **product withdrawal**:

- a. Costs of notification;
- b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
- c. Costs of overtime paid to your regular non-salaried employees and costs incurred by your **employees**, including costs of transportation and accommodations;
- d. Costs of hiring independent contractors and other temporary employees;
- e. Costs of transportation, shipping or packaging;
- f. Costs of warehouse or storage space; or
- g. Costs of proper disposal of **your products**, or products that contain **your products** that can not be reused, not exceeding your purchase price or your cost to produce the products.

47. Professional incident means any act, error or omission in the providing or failure to provide **professional services** by or on behalf of the insured.

48. Professional services means those services performed for a fee by you or those acting on your behalf, including but not limited to, architect, engineer, consultant, inspector, technician and surveyor that you or those acting on your behalf are qualified to perform for others and are consistent with your corporate statements of professional qualifications.

49. Property damage means:

- a. Physical injury to or destruction of tangible property, including all resulting loss of use and diminished value of that property. All such loss of use and diminished value shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured or destroyed. All such loss of use shall be deemed to occur at the time of the **occurrence** or **pollution incident** that caused it; or
- c. **Natural resource damage.**

Property damage does not include **environmental damage** or **emergency response expense**

For the purpose of this insurance, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CDROMs, tapes drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 50. Publication** means an insured's act of disseminating or broadcasting material or information. Publication does not include the wrongful appropriation, interception or retrieval of material or information by a third party or the insured's dissemination or broadcasting of material or information to a person who is the subject of the material or the information.
- 51. Responsible executive** means any officer, director, risk manager, partner, your manager of an **insured site**, your manager or supervisor responsible for environmental affairs, health and safety affairs, control or compliance or any other **employee** authorized by you to give or receive notice of an **occurrence** or **claim**.
- 52. Restoration costs** means reasonable and necessary costs incurred by the insured with our prior written consent, to repair, restore or replace that particular part of real or personal property that is damaged solely by work performed in the course of incurring covered **clean-up costs** in response to a **pollution incident** to which this policy applies. No coverage for **Restoration costs** shall apply to any real or personal property which required removal, replacement or repair prior to being damaged during such work. **Restoration costs** shall not exceed the lesser of actual cash value of the particular part of the real or personal property which was damaged or the cost of repairing, restoring or replacing the damaged property with other property of like kind and quality. An adjustment for depreciation and the physical condition of such property immediately prior to being damaged during such work, including any damage which existed prior to the time at which such property was damaged by such work, shall be made by the company, in its reason judgment, in determining actual cash value. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment, except to the extent:
- a. Such betterments of the damaged property entail the reasonable use of green building materials which are environmentally preferable and of similar quality to those materials which comprised the damaged property.
 - b. Such green building materials must be certified as such by an applicable national or international independent non-governmental certifying body, where such certification is available, or, in the absence of such certification, based on our judgment in our sole discretion.
- 53. Suit** means a civil proceeding in which damages to which this insurance applies are alleged. **Suit** includes an arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent or any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 54. Temporary worker** means a person who is furnished to you to substitute for a permanent worker on leave or to meet seasonal or short-term workload conditions.
- 55. Time-Element pollution incident** means a **pollution incident** demonstrable as having commenced at an identified time and place during the **policy period** provided:
- a. Such **pollution incident** does not originate or arise from, or relate to an **underground storage tank**; and
 - b. Such **pollution incident** is not (i) heat, smoke or fumes from a **hostile fire** or (ii) solely with respect to **bodily injury**, smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.
- 56. Transportation** means the movement, which occurs beyond the **boundaries** of any **location** which is owned or occupied by you, of goods, product, merchandise, supplies or waste in a **conveyance** by the insured or a third party carrier on behalf of the insured from the time of movement from the point of origin until delivery to the final destination. **Transportation** includes the movement, which occurs beyond the **boundaries** of any **location** which is owned or occupied by you, of goods, products, merchandise, supplies or waste into, onto or from a **conveyance**.
- 57. Underground storage tank** means any tank, including any piping and appurtenances connected to the tank, located on, at or under an owned or occupied **location** or an **insured site** that has at least ten percent (10%) of its combined volume underground. **Underground storage tank** does not include:
- a. Septic tanks, sump pumps, or oil/water separators;
 - b. A tank that is enclosed within a basement or cellar, if the tank is upon or above the surface of the floor; or
 - c. Storm-water or wastewater collection systems.
- 58. Volunteer worker** means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 59. Waste** means all waste and includes materials to be recycled, reconditioned or reclaimed.

60. Your product:

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a) You;
 - b) Others trading under your name; or
 - c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
- (2) The providing of or failure to provide warnings or instructions.

61. Your work:

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
- (2) The providing or failure to provide warnings or instructions.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be executed and attested, but this Policy will not be valid unless countersigned by a duly authorized representative of the Insurer, to the extent required by applicable law.

Ironshore Specialty Insurance Company by:



Secretary



President

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 18th day of June 2024 an order was duly made and entered as follows:

*Planning
Department-Yucca
Mountain Oversight*

*—
Roux Associates,
Inc. (Andy Zdon)
Contract
Amendment No. 3*

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to:

A) Approve Amendment No. 3 to the contract between the County of Inyo and Roux Associates Inc. (Andy Zdon) to amend:

- Section 2 – Term, to July 1, 2021, through June 30, 2025;
- Term to July 1, 2021 - June 30, 2025, on Attachments A-E as applicable. Section 3 - CONSIDERATION at Subsection D - Limit payable under Agreement. Shall not exceed \$90,000;
- The "not to exceed" amount to be \$90,000 on Attachments A-E as applicable; and
- Attachment D – Insurance Requirements; and

B) Authorize the Chairperson to sign.

Motion carried unanimously.

Routing

CC
Purchasing
Personnel
Auditor
CAO
Other: *Planning/Yucca Mtn.*
DATE: June 21, 2024

WITNESS my hand and the seal of said Board this 18th

Day of June, 2024



*NATHAN GREENBERG
Clerk of the Board of Supervisors*

A handwritten signature in blue ink, appearing to read "Nathan Greenberg", is written over a horizontal line.

By: _____



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 18, 2024

Reference ID:
2024-374

Roux Associates, Inc. (Andy Zdon) Contract Amendment No. 3 Planning Department - Yucca Mountain Oversight ACTION REQUIRED

ITEM SUBMITTED BY

Sally Faircloth

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

A) Approve Amendment No. 3 to the contract between the County of Inyo and Roux Associates Inc. (Andy Zdon) to amend:

- Section 2 – Term, to July 1, 2021 through June 30, 2025;
- Term to July 1, 2021 - June 30, 2025 on Attachments A-E as applicable. Section 3 - CONSIDERATION at Subsection D - Limit payable under Agreement. Shall not exceed \$90,000;
- The "not to exceed" amount to be \$90,000 on Attachments A-E as applicable; and
- Attachment D – Insurance Requirements; and

B) Authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings and Andy Zdon has provided consistent and high-quality consulting services for the evaluation and monitoring of groundwater concerning it as well as ongoing monitoring in the Amargosa, Tecopa and Shoshone areas. The County has had Andy Zdon under contract since 2014 to the present under various contracts, for professional hydrological services associated with groundwater and the proposed Yucca Mountain repository.

Although presently there is not a lot of active interest in storing high-level radioactive waste at Yucca Mountain, there is always the possibility of the licensing proceedings to restart. It would be in the County's best interest to keep its consultants under contract in case the licensing proceedings or other activities related to Yucca Mountain are to begin again, as well as, the continued groundwater monitoring in the southeast part of the county. Funding for Yucca Mountain oversight by the County is funded through money the County received from the Department of Energy.

FISCAL IMPACT:

Funding Source	General Funded US Department of Energy	Budget Unit	620605
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Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

This contract amendment provides for up to \$90,000 to be used during the term of the agreement which began in FY 2022 and will run through FY 2024-2025.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may direct staff to modify the contract or not approve the amendment. This is not recommended as Mr. Zdon's history and expertise are valuable assets for the County to utilize in reviewing and commenting on activities related to Yucca Mountain.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Roux Associates Contract Amendment No. 3
2. Insurance Requirements
3. Roux Associates Contract Amendment No. 2
4. Roux Associates Contract Amendment No. 1

APPROVALS:

Sally Faircloth	Created/Initiated - 5/14/2024
Darcy Ellis	Approved - 5/14/2024
Sally Faircloth	Approved - 6/5/2024
Cathreen Richards	Approved - 6/5/2024
Christian Milovich	Approved - 6/5/2024
John Vallejo	Approved - 6/5/2024
Amy Shepherd	Approved - 6/5/2024
Nate Greenberg	Approved - 6/7/2024
Sally Faircloth	Final Approval - 6/10/2024

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

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

WHEREAS, on April 12, 2022, the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2021 to June 30, 2023.

WHEREAS, on April 12, 2022, the County and Contractor consented to amend the term to be July 1, 2021 to June 30, 2023 on Attachments A-E as applicable.

WHEREAS, on April 12, 2022, the County and Contractor consented to amend Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$60,000.

WHEREAS, on April 12, 2022, the County and Contractor consented to amend the not to exceed amount to be \$60,000 on Attachments A-E as applicable.

WHEREAS, on June 6, 2023, the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2021 to June 30, 2024.

WHEREAS on June 6, 2023, the County and Contractor consented to amend the term to be July 1, 2021 to June 30, 2024 on Attachments A-E as applicable.

WHEREAS, on June 6, 2023, the County and Contractor consented to amend Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$80,000.

WHEREAS, on June 6, 2023, the County and Contractor consented to amend the not to exceed amount to be \$80,000 on Attachments A-E as applicable.

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

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

County and Contractor hereby Amend such Agreement as follows:

1. Amend Section 2 - TERM to July 1, 2021 to June 30, 2025.
2. Amend the term to July 1, 2021 – June 30, 2025 on Attachments A-E as applicable.
3. Amend Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$90,000.
4. Amend the not to exceed amount to be \$90,000 on Attachments A-E as applicable.
5. Amend Attachment D – Insurance Requirements.

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

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 18th DAY OF June, 2024.**

COUNTY

By: 

Dated: 06/18/2024

CONTRACTOR

By: 

Dated: May 7, 2024

Digitally signed by Richard
Maxwell
Date: 2024.05.07 10:40:39
-07'00'

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
Christie Martindale (Jun 4, 2024 08:46 PDT)
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg
County Risk Manager

Attachment: 2024 Insurance Requirements for Design Professionals, including Architects, Engineers, and Surveyors

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

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

**Attachment: 2024 Insurance Requirements for
Design Professionals, including Architects, Engineers, and Surveyors**

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

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

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

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

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

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

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

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

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 6th day of June 2023 an order was duly made and entered as follows:

*Planning Dept. –
Roux Associates
Inc. (Andy Zdon)
Contract
Amendment No. 2*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Amendment No. 2 to the contract between County of Inyo and the Roux Associates Inc. (Andy Zdon) to amend the following: A) Section 2 – Term, to July 1, 2021 to June 30, 2024; B) Term to July 1, 2021 - June 30, 2024 on Attachments A-E as applicable; C) Section 3 – CONSIDERATION at Subsection D - Limit upon payable under Agreement. shall not exceed \$80,000; and D) The not-to-exceed amount to be \$80,000 on Attachments A-E as applicable. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

WITNESS my hand and the seal of said Board this 6th
Day of June, 2023

Routing
CC Purchasing Personnel Auditor CAO Other: Planning DATE: June 15, 2023



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg", is written over a horizontal line.

By: _____



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 6, 2023

Reference ID:
2023-3783

Roux Associates Inc. (Andy Zdon) Contract Amendment No. 2

Planning Department - Yucca Mountain Oversight
ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

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

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

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings and Andy Zdon has provided consistent and high quality consulting services for the evaluation and monitoring of groundwater concerning it as well as ongoing monitoring in the Amargosa, Tecopa and Shoshone areas. The County has had Andy Zdon under contract since 2014 to the present under various contracts, for professional hydrological services associated with groundwater and the proposed Yucca Mountain repository.

Although presently there is not a lot of active interest in storing high-level radioactive waste at Yucca Mountain, there is always the possibility of the licensing proceedings to restart. It would be in the County's best interest to keep its consultants under contract in case the licensing proceedings or other activities related to Yucca Mountain are to begin again, as well as, the continued ground water monitoring in the southeast part of the county. Funding for Yucca Mountain oversight by the County is funded through money the County received from the Department of Energy.

FISCAL IMPACT:

Funding Source	Grant Funded US Department of Energy	Budget Unit	620605
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			

Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

- The Board could not approve the amendment. This is not recommended as Mr. Zdon's history and expertise are valuable assets for the County to utilize in reviewing and commenting on activities related to Yucca Mountain.
- Direct staff to modify the contract.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Roux Associates Contract Amendment No. 2
2. Roux Associates Contract Amendment No. 1

APPROVALS:

Cathreen Richards
Darcy Ellis
John Vallejo
Amy Shepherd
Nate Greenberg
Cathreen Richards

Created/Initiated - 5/4/2023
Approved - 5/4/2023
Approved - 5/4/2023
Approved - 5/4/2023
Approved - 6/1/2023
Final Approval - 6/1/2023

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

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

WHEREAS, on April 12, 2022 the County and Contractor consented to amend the Agreement at Section 2 -Term to be July 1, 2021 to June 30, 2023.

WHEREAS, on April 12, 2022 the County and Contractor consented to amend the term to be July 1, 2021 to June 30, 2023 on Attachments A-E as applicable.

WHEREAS, on April 12, 2022 the County and Contractor consented to amend Section 3 - CONSIDERATION at Subsection D- Limit upon payable under Agreement. Shall not exceed \$60,000.

WHEREAS, on April 12, 2022 the County and Contractor consented to amend the not to exceed amount to be \$60,000 on Attachments A-E as applicable.

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

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


County and Contractor hereby Amend such Agreement as follows:

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

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 6th DAY OF June , 2023 .

COUNTY

By: 

Dated: 06/06/2023

CONTRACTOR



Digitally signed by Richard
Maxwell
Date: 2023.04.21 16:32:56
+01'00'

By: _____

Dated: April 21, 2023

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

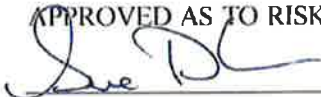
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 12th day of April 2022 an order was duly made and entered as follows:

*Planning – Roux
Associates
Amendment 1*

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

WITNESS my hand and the seal of said Board this 12th
Day of April, 2022



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Planning DATE: April 21, 2022



County of Inyo



Planning Department

CONSENT - ACTION REQUIRED

MEETING: April 12, 2022

FROM: Cathreen Richards

SUBJECT: Roux Contract Amendment No. 1

RECOMMENDED ACTION:

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

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Contract Amendment 1
2. Original Contract

APPROVALS:

Cathreen Richards
Darcy Ellis
John Vallejo
Amy Shepherd
Cathreen Richards

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

AMENDMENT NO. ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
ROUX ASSOCIATES FOR THE PROVISION OF
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WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

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

County and Contractor hereby Amend such Agreement as follows:

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

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

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

COUNTY

CONTRACTOR

By: Don Tothman

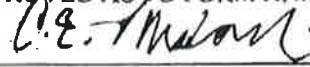
By: 

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

Dated: 04/12/2022

Dated: March 31, 2022

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

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

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Hydrological Consulting Services services of Roux Associates, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$20,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result,

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

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

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

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

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

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

Consultant:	
Roux Associates, Inc.	Name
555 12th Street, Suite 250	Address
Oakland, CA 94607	City and State

24. ENTIRE AGREEMENT.

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

///

///

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

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

COUNTY OF INYO

By: [Signature]
Dated: 06/15/2021

CONSULTANT

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

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

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

TERM:

FROM: July 1, 2021

TO: June 30, 2022

SCOPE OF WORK:

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

ATTACHMENT B

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

TERM:

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

SCHEDULE OF FEES:

1. COMPENSATION:

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

2. INCIDENTAL EXPENSES:

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

ATTACHMENT C

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

TERM:

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

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

ATTACHMENT D

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

TERM:

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

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT E

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

TERM:

FROM: July 1, 2021

TO: June 30, 2022

FEDERAL FUNDS ADDENDUM

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

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

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

ATTACHMENT E - Continued

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

TERM:

FROM: July 1, 2021

TO: June 30, 2022

FEDERAL FUNDS ADDENDUM

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

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

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

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

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 12th day of April 2022 an order was duly made and entered as follows:

*Planning – Roux
Associates
Amendment 1*

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

WITNESS my hand and the seal of said Board this 12th
Day of April, 2022



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Planning DATE: April 21, 2022



County of Inyo



Planning Department

CONSENT - ACTION REQUIRED

MEETING: April 12, 2022

FROM: Cathreen Richards

SUBJECT: Roux Contract Amendment No. 1

RECOMMENDED ACTION:

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

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Contract Amendment 1
2. Original Contract

APPROVALS:

Cathreen Richards
Darcy Ellis
John Vallejo
Amy Shepherd
Cathreen Richards

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

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

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

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

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

County and Contractor hereby Amend such Agreement as follows:

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

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

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

COUNTY

CONTRACTOR

By: Dan Tetham

By: 

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

Dated: 04/12/2022

Dated: March 31, 2022

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

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

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Hydrological Consulting Services services of Roux Associates, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$20,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result,

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

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

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

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

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

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

Consultant:	
Roux Associates, Inc.	Name
555 12th Street, Suite 250	Address
Oakland, CA 94607	City and State

24. ENTIRE AGREEMENT.

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

///

///

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

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

COUNTY OF INYO

By: [Signature]
Dated: 06/15/2021

CONSULTANT

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

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

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

TERM:

FROM: July 1, 2021

TO: June 30, 2022

SCOPE OF WORK:

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

ATTACHMENT B

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

TERM:

FROM: July 1, 2021

TO: June 30, 2022

SCHEDULE OF FEES:

1. COMPENSATION:

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

2. INCIDENTAL EXPENSES:

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

ATTACHMENT C

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

TERM:

FROM: July 1, 2021

TO: June 30, 2022

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

ATTACHMENT D

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

TERM:

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

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT E

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

TERM:

FROM: July 1, 2021

TO: June 30, 2022

FEDERAL FUNDS ADDENDUM

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

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

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

ATTACHMENT E - Continued

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

TERM:

FROM: July 1, 2021

TO: June 30, 2022

FEDERAL FUNDS ADDENDUM

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

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

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

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

Attachment D: 2024 Insurance Requirements for Design Professionals, including Architects, Engineers, and Surveyors

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Attachment: 2024 Insurance Requirements for Design Professionals, including Architects, Engineers, and Surveyors

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

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

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

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

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

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

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

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



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-248

Notice of Completion for the Lone Pine Taxiway A Resurfacing Project Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director -
Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director -
Airports

RECOMMENDED ACTION:

Approve Resolution No. 2025-13, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Lone Pine Airport Taxiway A Resurfacing Project," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On September 5, 2023, Maxwell Asphalt, of Bountiful, UT, was awarded the construction contract for the Taxiway A Resurfacing Project at the Lone Pine/Death Valley Airport. On December 6, 2024, the final inspection was performed and the work was determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed work and authorizes the Public Works Director to record a Notice of Completion for the project. In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention must be returned to the Contractor.

FISCAL IMPACT:

Funding Source	Grant Funded through the Federal Aviation Administration's Airport Improvement Program and Caltrans	Budget Unit	150502
Budgeted?	Yes	Object Code	5700
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

The retention, \$7,955.38, will be paid this fiscal year.

Future Fiscal Year Impacts

N/A

Additional Information

The final contract amount is \$159,107.50, which is \$627 above the original contract amount. The increase was due to an additional 40 linear feet in the Major Crack Repair bid item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the resolution, which would result in the project remaining open. This is not recommended, as the work has been completed in an acceptable manner, and the Public Works Department is ready to close out the project grant with the Federal Aviation Administration.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Federal Aviation Administration
Caltrans Department of Aeronautics

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Supporting Infrastructure Improvements
Thriving Communities | Enhanced Transportation Services
High Quality Services | Improved County Facilities

APPROVALS:

Ashley Helms	Created/Initiated - 4/9/2025
Darcy Israel	Approved - 4/9/2025
Keri Oney	Approved - 4/11/2025
John Vallejo	Approved - 4/21/2025
Amy Shepherd	Approved - 4/21/2025
Michael Errante	Approved - 4/22/2025
Nate Greenberg	Final Approval - 4/22/2025

ATTACHMENTS:

1. Notice of Completion LP Taxiway A Project
2. Resolution No. 2025-13

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

County of Inyo
c/o Director of Public Works
Public Works Department
168 N. Edwards Street
PO Drawer Q
Independence, CA 93526

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Lone Pine Airport Taxiway A Resurfacing Project on the property hereinafter described, was completed on December 6, 2024 and was accepted by the Inyo County Board of Supervisors on, _____.
2. The property on which the Lone Pine Airport Taxiway A Resurfacing Project has been completed is located on the grounds of the Lone Pine/Death Valley Airport, Lone Pine, California.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, operates and maintains the Lone Pine/Death Valley Airport.
4. The undersigned, Michael Errante, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted _____, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Lone Pine Airport Taxiway A Resurfacing Project, pursuant to contract with the County, is Maxwell Asphalt, of Bountiful, UT.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions which are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated: _____

By: _____
Michael Errante, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Lone Pine Airport Taxiway A Resurfacing Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Michael Errante, PE, Public Works Director

RESOLUTION #2025 - 13

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
LONE PINE AIRPORT TAXIWAY A RESURFACING PROJECT**

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Lone Pine Airport Taxiway A Resurfacing Project has been completed by Maxwell Asphalt, Bountiful, UT in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Lone Pine Airport Taxiway A Resurfacing Project.

Passed, approved and adopted this 29th day of April, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Nate Greenberg, Clerk

by _____
Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-247

Appointment to the Southern Inyo Airport Advisory Committee Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director -
Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director -
Airports

RECOMMENDED ACTION:

Appoint Ms. Lynne Bunn to an unexpired term as an alternate voting member on the Southern Inyo Airport Advisory Committee, ending on June 1, 2027.

BACKGROUND / SUMMARY / JUSTIFICATION:

On July 9, 2024, the Board approved Resolution 2024-22, which accepted the new bylaws for the Southern Inyo Airport Advisory Committee. The bylaws restructured the committee, changing the eight positions to five regular voting positions and one alternate voting position. At that time, five voting members were appointed, however no letters of interest were received for the alternate voting position.

Earlier this year, Ms. Lynne Bunn, who has been involved with the Lone Pine/Death Valley Airport as an SIAAC member and pilot for decades, expressed interest in re-joining as the alternate voting member. Per your Board's policy, the vacancy was advertised in the newspaper on April 12, resulting in one letter of interest, which is attached to this agenda.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to make the appointment, but this is not recommended, as this appointment will fill the SIAAC roster.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

The Assistant Clerk of the Board advertised the vacancies.

STRATEGIC PLAN ALIGNMENT:

APPROVALS:

Ashley Helms
Darcy Israel
Nate Greenberg

Created/Initiated - 4/22/2025
Approved - 4/22/2025
Final Approval - 4/22/2025

ATTACHMENTS:

1. Lynne Bunn Letter of Interest

From: lynnebunn@yahoo.com
To: [Ashley Helms](#)
Cc: [Darcy Israel](#)
Subject: Re: Notice for Saturday
Date: Sunday, April 20, 2025 1:03:45 PM

I would be honored to serve on the L P D V airport advisory board as an alternative.
Lynne Bunn

[Sent from Yahoo Mail for iPhone](#)

On Tuesday, April 15, 2025, 5:36 PM, lynnebunn@yahoo.com <lynnebunn@yahoo.com> wrote:

Received, thank you.

[Sent from Yahoo Mail for iPhone](#)

On Tuesday, April 15, 2025, 4:26 PM, Ashley Helms <ahelms@inyocounty.us> wrote:

Hi Lynne,
We have advertised for the Alternate Voting position on the SIAAC, the advertisement is attached. Please send a letter or email to Darcy at disrael@inyocounty.us before the end of the day on Monday, April 21, if you are interested in filling this position. I have copied Darcy here, so you can reply all to this email.
Thank you!



Ashley Helms

Deputy Public Works Director - Airports
County of Inyo
703 Airport Road
Bishop, CA 93514
p: 760.878.0200
ahelms@inyocounty.us

From: Darcy Israel <disrael@inyocounty.us>
Sent: Wednesday, April 9, 2025 9:18 AM
To: Inyo Register Classifieds <classy@inyoregister.com>
Cc: Ashley Helms <ahelms@inyocounty.us>
Subject: Notice for Saturday

Thanks, Rina!

Darcy Israel

Assistant Clerk of the Board/Public Relations Liaison

County of Inyo
(760) 878-0373 ♥ (760) 878-0292
224 N. Edwards St./P.O. Drawer N
Independence, CA 93526
www.inyocounty.us

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-122

Donation from the Eastern Sierra Disc Golf Club to Add Additional Baskets to Millpond Park

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Jorge Briceno, Parks & Recreation Manager

ITEM PRESENTED BY

Jorge Briceno, Parks & Recreation Manager

RECOMMENDED ACTION:

Pursuant to Inyo County Code Section 6.26.020, accept a donation of disc golf baskets and a pallet of concrete from the Eastern Sierra Disc Golf Club on behalf of the County.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Eastern Sierra Disc Golf Club (Club) fundraised to buy materials to add disc golf baskets at Millpond Park. The Club is donating the following:

- 1 Pallet of concrete
- 18 steel ground sleeves for the baskets to insert into
- Graphic design services for updated "tee signs"
- Volunteers to help Parks and Recreation staff install disc golf baskets

Inyo County Parks has agreed to help by supervising and assisting volunteers during installation of disc golf basket foundations and buying extra irrigation boxes for the new locations. The Club requested for additional basket locations to help diversify how the disc golf course can be set up. The Club has annual tournaments at Millpond and disc golf is an increasingly popular activity that brings many people, locals and tourists alike, to enjoy Millpond Park.

FISCAL IMPACT:

Funding Source	General Fund / Donation	Budget Unit	076911
Budgeted?	No	Object Code	5182
Recurrence	One-Time Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$200.00 for irrigation boxes and about 12 hours of staff time to assist with installation
Future Fiscal Year Impacts

N/A; The Disc Golf Club helps maintain disc golf baskets and related equipment

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board can choose to not accept the donation, but staff and the donor has spent ample time fundraising and meeting to find best locations for the new disc golf baskets.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Quality Parks and Recreation Amenitiies

APPROVALS:

Jorge Briceno	Created/Initiated - 4/10/2025
Darcy Israel	Approved - 4/10/2025
Jorge Briceno	Approved - 4/10/2025
Cap Aubrey	Approved - 4/10/2025
Teresa Elliott	Approved - 4/21/2025
Keri Oney	Approved - 4/21/2025
Amy Shepherd	Approved - 4/21/2025
John Vallejo	Approved - 4/21/2025
Nate Greenberg	Final Approval - 4/22/2025

ATTACHMENTS:



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-251

Mendenhall Park Playground: Plans and Specifications Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Jorge Briceno, Parks & Recreation Manager

ITEM PRESENTED BY

Jorge Briceno, Parks & Recreation Manager

RECOMMENDED ACTION:

Approve the plans and specifications for the Mendenhall Park Revitalization Project and authorize the Public Works Director to advertise the project.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Mendenhall Park Revitalization Project is to replace the old playground with a new playground that addresses a number of issues that are present at Mendenhall Park. The new playground would allow for more ADA accessible spaces within the park and playground area by installing pour-in-place rubber in the playground footprint. The planned additions will transform Mendenhall Park to allow for ADA access to restrooms and would also give children and adults several new amenities to enjoy at the park. Inyo County budgeted money to replace the old playground at Mendenhall Park after infrastructure/safety issues were exposed by the public and staff alike.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	076909
Budgeted?	Yes	Object Code	5650
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$250,000 for the period between Summer 2025 and Winter 2025
Future Fiscal Year Impacts
N/A
Additional Information

Savings in maintenance because staff has been welding pieces of the playground back together at least once a year

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board can choose to not approve the plans and specifications but staff has spent ample time communicating with Big Pine Schools and other departments within Inyo County to get this bid package to this stage.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Quality Parks and Recreation Amenities

APPROVALS:

Jorge Briceno	Created/Initiated - 4/21/2025
Darcy Israel	Approved - 4/21/2025
Jorge Briceno	Approved - 4/21/2025
Cap Aubrey	Approved - 4/21/2025
Teresa Elliott	Approved - 4/21/2025
Keri Oney	Approved - 4/21/2025
John Vallejo	Approved - 4/21/2025
Amy Shepherd	Approved - 4/21/2025
Nate Greenberg	Final Approval - 4/22/2025

ATTACHMENTS:

1. Big Pine Park Plans & Specifications
2. Mendenhall Park Bid Package

SPECIAL PROVISIONS

FOR

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1
Big Pine, CA

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COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS – PARKS AND RECREATION

SPECIFICATIONS APPROVAL

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1
Big Pine, CA

These Special Provisions have been prepared by the Inyo County Public Works Department under the direction of the undersigned and are approved for the work contemplated herein.

Director of Public Works

Specifications Approval Date

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SPECIAL PROVISIONS
MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1
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I. INTRODUCTION / GENERAL:

The Mendenhall Park Revitalization Project: Phase 1 (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated May 2020 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the “Contract Documents” (as that term is defined in section 1-1.07 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans and the Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California.

Unless indicated otherwise, all references in this document to sections are to those in the Inyo County Standard Specifications May 2020 or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Inyo County Standard Specifications May 2020 referenced herein.

II. PROJECT DESCRIPTION:

Inyo County is looking for a unique playground that encourages physical activity and enhances motor skills development for children ages 2-5 & 5-12 at Mendenhall Park in Big Pine, California. The playset must include: at least 2 slides, climbing and balancing features that promote coordination development, a shade structure for the playset, and ADA accessible equipment on the playset.

The playground design must include the following free-standing features: 1) a “zip-track” or “zip line” system, 2) a dome climber, 3) a spinner/merry-go-round feature, and 4) a 2 bay, 4-swing swingset; three (3) **new** free-standing features, but a total of four (4) free-standing features. The swingset will be re-purposed from the current playground to be installed in the new playground. The dome climber is being received as a donation from a local school and must only be included for installation (Dome climber has a Use Zone of 19’ x 19’).

The playground design must have the zip track and swing-set on woodchips. The remaining free-standing features and playset must be on pour in place rubber. The playground footprint must not exceed 6,600 (six thousand six hundred) square feet to ensure the playground fits with other planned additions. A drawing of the park is on the last page of this Bid Package titled Preliminary Draft Plans.

The concrete borders and foundation for the playground and safety surfacing will be installed/constructed prior to construction of the playground. Inyo County will work with the winning bidder to ensure that the concrete borders are the correct square footage that is required for the safety surfacing.

The project site is in Big Pine, California, an unincorporated community and census-designated place in Inyo County. Big Pine has a population just under 1,800 people according to the 2010 census but receives thousands of visitors per year because of its proximity to public lands that offer a wide range of recreation opportunities. The tribal headquarters of the Big Pine Paiute Tribe of the Owens Valley is also in Big Pine which adds to the rich history of this area. The town is nestled between the Ancient Bristlecone Pine Forest to the East, and the Palisades Range/Palisades Glacier to the west in the Sierra Nevada. The park is located within 800 feet or .13 miles of Highway 395 which makes it a frequent stop for tourists because of its abundant shade and green fields. Mendenhall Park is also a popular destination for the local community in Big Pine and gets frequent field trip visits from Big Pine Schools, a school for grades TK-12. Adjacent to Mendenhall Park you can find horse stables, livestock grazing fields, and neighborhood homes that add to the unique placemaking of Mendenhall Park.

An optional job walk can be scheduled with the Parks and Recreation Manager upon request. Please email Daniel Briceño to schedule a site visit: jbriceno@inyocounty.us

III. CONTRACT AWARD AND EXECUTION - SECTION 3:

3-1.04 CONTRACT AWARD

Section 3-1.04 of the Standard Specifications shall be amended as follows:

Whenever possible, the award to the lowest bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 15 days of Notification of Award, as further described in Section 3-1.18: Contract Execution.

3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)

The successful bidder must furnish 2 bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the Contract amount.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the Contract amount.

The bond forms are in the Bid Book.

3-1.06 CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

VII. PLAYGROUND SPECIFICATIONS

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. Design, engineer, and build/install the following:
1. A playset with a minimum of 2 slides, climbing features, balancing features, and ADA accessible features. The playset must have a focus on promoting coordination, balance and social play
 2. Pour In Place (PIP) rubber as safety surfacing for the playset
 3. Woodchips as safety surfacing for the swing-set and zip-track/zipline feature
 4. The playground footprint must **not** exceed 6600 (Six Thousand Six Hundred) Square Feet
 5. Install a total of four (4) free-standing features which consists of:
 - a) The 2 bay, 4 swing, swing-set that is currently on site, to be placed in the woodchips area
 - b) A Zip-Track/Zipline, to be placed in the woodchips area
 - c) A Dome Climber with a Use Zone of 19' X 19', to be placed on the pour in place rubber. Item will be received as a donation, please only include costs for installation
 - d) A merry-go-round/spinner, to be placed on the pour in place rubber
 6. A shade structure for the playset. The shade structure must meet or exceed Inyo County's Wind Load and Snow Load Building Codes

*All engineering documents, once prepared by the contractor, shall be incorporated into this contract by reference and shall dictate the methods of construction to be employed by the contractor and the final work product to be produced by the contractor.

1.02 SCOPE OF SERVICES

1. Work with Inyo County Staff to review specifications, building codes, and site conditions.
2. Contractor is to provide administrative, management, and related services as required to coordinate the design, manufacture, and delivery of playground equipment to complete the Project in accordance with the County's objectives for cost, time, and quality.
3. Ensure all playground systems and structures meet or exceed all federal, state, CPSC, ASTM, IPEMA, CPSI, and ADA guidelines.
4. Submit a maximum of two designs per firm for the playground, shade structures, and various amenities
5. Submit drawings of designs in full color
6. Provide playground structures that complement the surroundings of the high elevation desert and backdrop of the sierras. Nature inspired colors and equipment

are preferred. Designs could also include a Native American component within the design that is culturally appropriate to the area.

7. Include a cut sheet of the proposed playground equipment
8. Provide equipment warranty information
9. Provide a company representative to inspect the equipment for damage upon delivery

1.03 SUMMARY

A. Provide:

1. Design drawings and plans for the proposed playground, shade structures, and other amenities
2. Build & install all things listed in the Scope of Work
3. Delivery of equipment
4. Damage inspection upon delivery of equipment

B. Payment:

1. Payment for the Project will include all labor, materials, equipment, and incidentals necessary to complete all of the work listed in the Scope of Work and shown on the Plans and/or specified herein.

1.04 BIDDER QUALIFICATIONS

The selected Bidder shall supply the following within 14 days of the bid opening date:

- A. All bidders shall be contractors who have specifically performed the design and installation of playgrounds for public agencies. If requested, the successful Bidder shall submit proof of experience within 14 days of the bid opening date.
- B. A copy of the proposed warranty from the manufacturer along with the bid.
- C. Verification of insurance in the form of a sample insurance certificate. The contract shall carry a minimum of \$2,000,000 in general liability insurance on a continuing basis. See insurance requirements attached to the contract for more information.
- D. A current license status printout from the Contractor's State License Board at <http://www.cslb.ca.gov> to demonstrate that the license is in good standing.
- E. A certification for Certified Playground Safety Inspector (CPSI)
- F. A document showing that playground equipment utilizes equipment from the International Playground Equipment Manufacturers Association (IPEMA)
- G. The contractor shall cooperate as required in performance of the specified inspecting and testing.

- H. Failure of the bidder to submit items A through H in a timely manner may result in the bid being rejected.

1.05 SUBMITTALS

If requested, successful bidder shall submit:

- A. Playground design drawings, construction plans, and manufacturer's technical data, installation and maintenance instructions for installing the playground and accessories.

1.06 WARRANTY AND CERTIFICATION

A minimum of a 10-year warranty on shade structures. A minimum 15-year warranty on steel posts and steel structures.

1.07 QUALITY ASSURANCE

The contractor/bidder shall be responsible for providing staff for quality assurance.

PART 2 PRODUCTS

2.01 SUMMARY

All equipment, products, and materials shall meet or exceed all federal, state, and local building codes/guidelines such as CPSC, ASTM, IPEMA, CPSI, and ADA.

2.02 SUBSTITUTIONS

Materials substitutions must be submitted to the County a minimum of five (5) working days prior to the bid opening for review to be approved as an "or equal". All substitute material requests shall include all testing agency certifications and independent third-party laboratory testing certifying that all physical properties are equal to or greater than the product specified and certified by an officer of the material manufacturer.

PART 3 COMPENSATION

3.01 PAYMENT

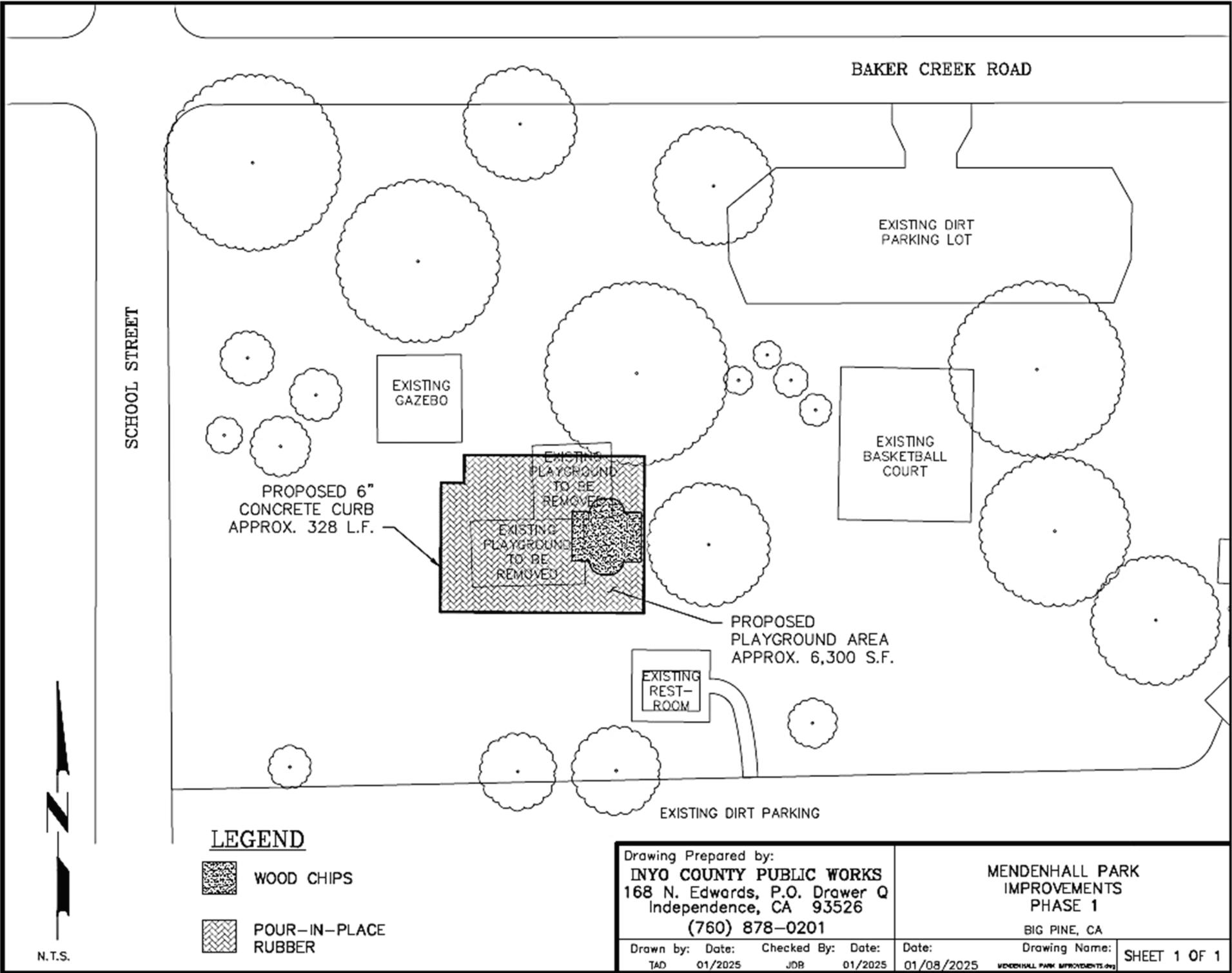
The contract lump sum price paid for the Project shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the Project as shown on the plans, and as specified in the specifications and the special provisions.

END OF SECTION

PRELIMINARY DRAFT PLANS

FOR

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1
Big Pine, California



Mendenhall Park Revitalization Project: Phase 1
Plans

BID PACKAGE AND SPECIAL PROVISIONS



FOR CONSTRUCTION OF

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1

Project No. ZP-25-008

**FOR USE IN CONNECTION WITH INYO COUNTY
STANDARD SPECIFICATIONS, DATED MAY 2020,
GENERAL PREVAILING WAGE RATES IN EFFECT
ON THE DATE THE WORK IS ACCOMPLISHED**

March 2025

**Prepared By: Inyo County Public Works – Parks and
Recreation**

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- Public Contract Code Section 7106 Non-Collusion Affidavit
- Public Contract Code Section 10162 Questionnaire
- Public Contract Code Section 10232 Statement
- Inyo County Ordinance No. 1156 (Contracting Preference)
- Small Business Enterprise Commitment (Construction Contracts)
- Small Business Enterprise Final Report of Utilization of Small Business Enterprise

CONTRACT AND BONDS

- Contract
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SPECIAL PROVISIONS

ROUGH DRAFT CONTEXT PLANS

NOTICE INVITING BIDS FOR

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1
Big Pine, CA

COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS – PARKS AND RECREATION

NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for:

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans, may only be obtained from the Inyo County (County) Public Works Department (Department) at 168 North Edwards, P. O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201. A non-refundable price of \$15.00 will be charged for each set of Bid Packages requested. The Bid Packages are available for inspection at the Department during regular business hours. Checks are to be made out to “Inyo County Public Works Department.” The Bid Package is also available at no charge at the County of Inyo website at www.inyocounty.us. Bidders who obtain Bid Packages over the internet are responsible for notifying Inyo County Public Works Department that they are plan holders. Bidders who fail to notify the Department that they are plan holders may not be notified should any Addenda be issued. If the Department issues any Addenda to the Bid Package that is not acknowledged, the Bid Proposal may be rejected. This project is subject to the State of California Department of Industrial Relations (DIR) prevailing wage labor rates.

Bids must be submitted in a sealed envelope clearly marked with the bidder's name and address, the word "BID", and the Project Title:

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1

To be considered, **bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on April 30, 2025** at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

General Work Description: Inyo County is looking for a unique playground that encourages physical activity and enhances motor skills development for children ages 2-5 & 5-12 at Mendenhall Park in Big Pine, California. The playset must include: at least 2 slides, climbing and balancing features that promote coordination development, a shade structure for the playset, and ADA accessible equipment on the playset. The playground design must include the following free-standing features: 1) a “zip-track” or “zip line” system, 2) a spinner/merry-go-round feature, 3) a dome climber, and 4) a 2 bay 4-swing swingset that is currently on site; three (3) **new** free-standing features, but a total of four (4) free-standing features. The 4-swing swingset is being re-purposed from the current playground. The playground design must have the zip track and swing-set on woodchips. The remaining free-standing features and playset must be on pour in place rubber for safety surfacing. The concrete borders and foundation for the

playground and safety surfacing will be installed/constructed prior to construction of the playground. Inyo County will work with the winning bidder to ensure that the concrete borders and foundation meet the specifications that is required for the safety surfacing.

All project work is more particularly described in the Special Provisions under the Project Description and Scope of Work sections. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

Technical questions related to project work, site conditions, or other related inquiries should be directed to Daniel Briceño, Parks and Recreation Manager of the Public Works Department at jbriceno@inyocounty.us (phone: 760-614-1326). Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

Each Bid must be submitted on the Bid Proposal Forms furnished as a part of the Bid Package. Each Bid must be accompanied by a Proposal Guarantee in the amount and form described in the Bid Package, in an amount not less than 10% of the amount of the bid, made payable to the order of the County of Inyo. The check or bond shall be given as security that the bidder will enter into the Contract with the County and furnish the required Faithful Performance Bond, Labor and Materials Payment Bond, Certificates and/or original endorsements of insurance, or other required documents. The check or bond may be retained by the County for sixty (60) days or until the Contract is fully executed by the successful bidder and the County, whichever first occurs.

The successful bidder shall be required to furnish a Faithful Performance Bond and a Labor and Materials Payment Bond on the forms provided in the Bid Package and in the amount of 100% of the Contract amount.

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current California Class B - General Building Contractor license or a combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code, Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

The successful bidder must ensure that equipment design meets the requirements of the Americans with Disabilities Act (ADA), and utilizes International Playground Equipment Manufacturers Association (IPEMA) certified equipment that meets or exceeds all federal and state guidelines, and conforms to the technical standards set forth by the American Society of Testing Materials International (ASTM), and the U.S Consumer Products Safety Commission (CPSC). Contractors must also possess a certification for Certified Playground Safety Inspector (CPSI). Playground equipment and shade structures must meet or exceed the County's building codes such as the Inyo County wind and snow load ordinances. (Inyo County Wind Load Design Criteria. Eighty-five miles per hour sustained winds with one hundred ten mile per hour three-second gusts. Ord. 1255 § 3, 2020)

In addition to the requirements set forth in this Notice Inviting Bids, all bids shall be subject to the requirements set forth in the Special Provisions, Standard Specifications of the Inyo County Public Works Department, dated May 2020, Contract Documents and other applicable law.

The Contract is subject to the State Contract nondiscrimination and compliance requirements pursuant to **Government Code, Section 12990**, and other applicable law.

The Contract is also subject to and incorporates by reference the provisions of **Public Contract Code, Section 22300**, pursuant to which, the Contractor is permitted to substitute securities for earned retention or have them placed in escrow at the Contractor's expense, as also set forth in Section 1150.15 of the Standard Specifications.

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

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

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

The definition and meanings of the words used in this Notice Inviting Bids are the same as set forth in **Section 1070, "Abbreviations, Symbols, and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

Each bidder must supply all the information required by the Contract Documents, Special Provisions and Standard Specifications.

County of Inyo
Department of Public Works

Michael Errante,
Director of Public Works

Dated: _____, 20__

BID PROPOSAL FORMS FOR

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1 Big Pine, CA

ENCLOSURES:

- Bid Proposal Form
- Bid Bond
- Cashier's or Certified Check Form
- Designation of Subcontractors
- Certification Regarding Equal Employment Opportunity
- Labor Code Section 3700 Contractor's Labor Code Certification
- Labor Code Section 1725.5 Contractor and Subcontractor Registration
- Public Contract Code Section 7106 (Non-Collusion Affidavit)
- Public Contract Code Section 10162 Questionnaire
- Public Contract Code Statement (Section 10232)
- Inyo County Ordinance No. 1156 (Contracting Preference)
- Small Business Enterprise Commitment (Construction Contracts)
- Small Business Enterprise Final Report of Utilization of Small Business Enterprise

BID PROPOSAL FORM

TO: COUNTY OF INYO
Attn.: Inyo County Clerk of Board of Supervisors
224 North Edwards Street, P.O. Box N
Independence, California 93526
(Herein called the "County")

FROM: _____

(Herein called "Bidder")

FOR: **MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1**
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

1. BID DEADLINE. Bids must be received no later than 3:30 P.M. on April 30, 2025 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

2. BID AMOUNT TOTAL. The total amount of this Bid for provision of the services and materials for completion of the Project in accordance with the Contract Documents is set forth herein as: \$ _____

PROJECT BID AMOUNT:

LUMP SUM FOR PROJECT (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Please see Special Provisions Section for details on what this lump sum must include. No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

3. INCLUSION OF ALL COSTS. This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

4. CONTRACT DOCUMENTS. The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

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

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

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

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

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

(Fill in Addendum numbers and dates Addenda have been received.
If none have been received, enter "NONE".)

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

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

Bidder's Name: _____

Address: _____

_____ Zip Code _____
(The above address will be used to send notices or requests for additional information.)

Telephone: () _____

Federal Identification No.: _____

Contractor's License No.: _____ State: _____

Classification: _____ Expiration Date: _____

Type of Business (check one):

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

Corporation (), Other (Specify): _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint venturers, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors; if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

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

- (a) ____ Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or
- (b) ____ Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) ____ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked "Cash Proposal Guarantee."

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

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

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

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Nate Greenberg, Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

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

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

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

12. DEFINITIONS. The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.

(Signature of Authorized Person)

(Date)

(Printed Name)

(Printed Title)

**INYO COUNTY PUBLIC WORKS DEPARTMENT – PARKS AND
RECREATION**

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1

**BID BOND
(BID PROPOSAL GUARANTEE)**

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____ as Principal, and
(Name of Bidder)

(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of _____ Dollars (\$_____) for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1**, in compliance with the Contract therefor:

Now, if the bid of the Principal shall be accepted and the Contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the Contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the Bid Package, or to furnish the required Faithful Performance and Labor and Materials Payment Bonds, Certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this Bond.

WITNESS our hands and seals this _____ day of _____, 20 ____ A.D.

Principal

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be sent)

Surety

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be sent)

NOTE:

THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The Bid Bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Bid Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

**County of Inyo (Attn.: Parks and Recreation Manager)
224 North Edwards Street, P.O. Box N
Independence, California 93526**

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1

**CASHIER'S OR CERTIFIED CHECK
(BID PROPOSAL GUARANTEE)**

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

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

[]

ATTACH CHECK HERE

[]

Bidder (print name): _____

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1

DESIGNATION OF SUBCONTRACTORS

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

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

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER

Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY
(Government Code Section 12900 et seq., Sections 11135-11139.7)**

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1

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

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

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

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

(Name and Title of Signer)

Signature

Date

Company Name

Business Address

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

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1

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

(Name and Title of Signer)

Signature

Date

Company Name

Business Address

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

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

Signed Name

Date

Printed Name

CA DIR Registration No.

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

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1

The undersigned declares:

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

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

_____, at _____,
(Date) (City) (State)

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1

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

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

Yes _____ No _____

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

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

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1

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

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

(Name and Title of Signer)

Signature

Date

Company Name

Business Address

LOCAL BUSINESS PREFERENCES INYO COUNTY ORDINANCE NO. 1285

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1

§ 6.06.010. Findings.

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the county. Such businesses provide convenient services within the county and provide employment for county citizens. It is in the public interest to encourage a vibrant business environment in the county. Providing modest purchasing preferences for local businesses furthers the goal of building a healthy economy in the county. Further, providing contracting preferences for all small businesses levels the playing field between small businesses and larger ones, encourages a diverse business economy, and bolsters the health of our local economy given that many local businesses are also small businesses. (Ord. 1285 § 2, 2022)

§ 6.06.020. Definitions.

"Local business" means a business which: 1. Has its headquarters, distribution point or locally-owned franchise located in the county for at least six months immediately prior to the issuance of the request for competitive bids by the county; and 2. Holds any required business license by a jurisdiction located in Inyo County; and 3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence is located within Inyo County; and 4. Meets the conditions of subsections 1 through 3, but within Mono or Inyo Counties, if no Inyo County local business submits a bid that is within eight percent of the lowest bid submitted.

"Responsive bid" means a bid which responds to the requirements of the request for bids and is submitted by a responsible bidder.

"Small business" means a business which is certified by the state of California or the Small Business Administration as a small business.

(Ord. 1285 § 2, 2022)

§ 6.06.030. Local business and small business preference.

For all contracts awarded by Inyo County, if the lowest responsive bid is submitted by a local business or a small business, that business shall be awarded the contract. If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid or by a small business that is within five percent of the lowest responsive bid shall be considered the low bid and that business shall be awarded the contract. To be eligible, a local business or a small business shall provide certification with its bid that it is such business as herein defined. (Ord. 1285 § 2, 2022)

§ 6.06.040. Small business subcontracting preference.

For all contracts awarded by Inyo County, there shall be a preference given to bids in which at least ten percent of the monetary value of the work to be performed is subcontracted to a small business or local business. If such bid is the lowest responsive bid, that contractor shall be awarded the contract. If such bid is not the lowest responsive bid, any such bid that is within five percent of the lowest responsive bid shall be considered the low bid, and that contractor shall be awarded the contract.

(Ord. 1285 § 2, 2022)

§ 6.06.050. Limit on contracting preferences.

The contracting preferences outlined in Section 6.06.030 and 6.06.040 shall not apply in the following situations:

1. When, in the determination of county staff, the local or small business would provide a subpar product or service or is determined to not be a responsible bidder.

2. When the purchase is funded in whole or in part by outside funding sources that prohibit the application of a local business or small business preference.

3. When state or federal law prohibits the application of a local business or small business preference

(Ord. 1285 § 2, 2022)

SMALL BUSINESS ENTERPRISE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE/NEXT PAGE OF THIS FORM

Department: Inyo County Public Works Department – Parks and Recreation LOCATION: Independence, CA

PROJECT DESCRIPTION: MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1

TOTAL CONTRACT AMOUNT: \$ _____

BID OPENING DATE: April 30, 2025

BIDDER'S COMPANY NAME: _____

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	LICENSE INFO./CERT. No. of LOCAL AND SMALL BUSINESS ENTERPRISE AND EXPIRATION DATE	NAME AND CONTACT INFORMATION FOR LOCAL AND SMALL BUSINESS ENTERPRISE (Must be certified on the date bids are opened)	DOLLAR AMOUNT LOCAL AND SMALL BUSINESS ENTERPRISE

For Inyo County to Complete:

Project Number: ZP-25-008

Financing Type: General Fund

Contract Award Date: 2025

Checked by: _____

Print Name _____ Signature _____ Date _____

Total Claimed Participation

\$ _____

_____ %

Signature of Bidder _____

Date _____ (Area Code) Tel. No. _____

Person to Contact _____ (Please Type or Print)

Small Business Enterprise (Rev 5/10)

INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS)
(05/10)

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If a SBE prime contractor is not certified on the date of the bid opening, the SBE prime contractor will not qualify for the contracting preference. If the SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.

Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's business license information/expiration date, certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

IMPORTANT: Identify **all** SBE firms participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. **Provide copies of the SBEs' quotes, and if applicable,** a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

This form must be submitted with the bid if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.

FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

PROJECT: Mendenhall Park Revitalization Project: Phase 1					CONTRACT COMPLETION DATE		
PRIME CONTRACTOR		BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT		
BID ITEM NO.	SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE	DESCRIPTION OF WORK PERFORMED	SBE CERT. NUMBER	CONTRACT PAYMENTS		DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-SBE	SBE		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
			TOTAL	\$	\$		
(i) Original Commitment \$ _____							
2) I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
CONTRACTOR REPRESENTATIVES SIGNATURE				BUSINESS PHONE NUMBER		DATE	
4) TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
RESIDENT ENGINEER'S SIGNATURE				BUSINESS PHONE NUMBER		DATE	

To be completed by the contractor and submitted to the Resident Engineer upon project completion

INSTRUCTIONS - FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

The form requires specific information regarding the construction project, including the prime contractor name and address, contract completion date, and estimated contract amount. The objective of the form is to describe who did what by bid item numbers and description, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, SBE and non-SBE work forces. SBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

Indicate appropriate bid item number or numbers, a description of work performed or materials provided, and subcontractor name and address. For those firms who are SBE, enter the SBE certification number. The SBE shall provide their certification number to the contractor and notify the contractor in writing with the date of decertification if their status changes during the course of the project.

The form has two columns for the dollar value to be entered for the item work performed by the subcontractor. The non-SBE column is used to enter the dollar value of work performed by firms who are not certified SBEs. Enter the dollar value of work performed by firms who are SBEs in the SBE column.

If the prime contractor or a subcontractor performing work as a SBE on the project becomes decertified and still performs work after their decertification date, enter the total value performed by the contractor/subcontractor under the appropriate SBE identification column.

If the prime contractor or a subcontractor performing work as a non-SBE on the project becomes certified as a SBE, enter the dollar value of all work performed after certification as a SBE under the appropriate SBE identification column.

Enter the total of each column on the form.

CONTRACT AND BOND FORMS FOR

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1
Big Pine, CA

ENCLOSURES:

Contract
Faithful Performance Bond
Labor and Material Payment Bond
Insurance Attachment

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SPECIAL PROVISIONS

FOR

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1
Big Pine, CA

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COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS – PARKS AND RECREATION

SPECIFICATIONS APPROVAL

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1
Big Pine, CA

These Special Provisions have been prepared by the Inyo County Public Works Department under the direction of the undersigned and are approved for the work contemplated herein.

Director of Public Works

Specifications Approval Date

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SPECIAL PROVISIONS
MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1
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I. INTRODUCTION / GENERAL:

The Mendenhall Park Revitalization Project: Phase 1 (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated May 2020 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the “Contract Documents” (as that term is defined in section 1-1.07 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans and the Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California.

Unless indicated otherwise, all references in this document to sections are to those in the Inyo County Standard Specifications May 2020 or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Inyo County Standard Specifications May 2020 referenced herein.

II. PROJECT DESCRIPTION:

Inyo County is looking for a unique playground that encourages physical activity and enhances motor skills development for children ages 2-5 & 5-12 at Mendenhall Park in Big Pine, California. The playset must include: at least 2 slides, climbing and balancing features that promote coordination development, a shade structure for the playset, and ADA accessible equipment on the playset.

The playground design must include the following free-standing features: 1) a “zip-track” or “zip line” system, 2) a dome climber, 3) a spinner/merry-go-round feature, and 4) a 2 bay, 4-swing swingset; three (3) **new** free-standing features, but a total of four (4) free-standing features. The swingset will be re-purposed from the current playground to be installed in the new playground. The dome climber is being received as a donation from a local school and must only be included for installation (Dome climber has a Use Zone of 19’ x 19’).

The playground design must have the zip track and swing-set on woodchips. The remaining free-standing features and playset must be on pour in place rubber. The playground footprint must not exceed 6,600 (six thousand six hundred) square feet to ensure the playground fits with other planned additions. A drawing of the park is on the last page of this Bid Package titled Preliminary Draft Plans.

The concrete borders and foundation for the playground and safety surfacing will be installed/constructed prior to construction of the playground. Inyo County will work with the winning bidder to ensure that the concrete borders are the correct square footage that is required for the safety surfacing.

The project site is in Big Pine, California, an unincorporated community and census-designated place in Inyo County. Big Pine has a population just under 1,800 people according to the 2010 census but receives thousands of visitors per year because of its proximity to public lands that offer a wide range of recreation opportunities. The tribal headquarters of the Big Pine Paiute Tribe of the Owens Valley is also in Big Pine which adds to the rich history of this area. The town is nestled between the Ancient Bristlecone Pine Forest to the East, and the Palisades Range/Palisades Glacier to the west in the Sierra Nevada. The park is located within 800 feet or .13 miles of Highway 395 which makes it a frequent stop for tourists because of its abundant shade and green fields. Mendenhall Park is also a popular destination for the local community in Big Pine and gets frequent field trip visits from Big Pine Schools, a school for grades TK-12. Adjacent to Mendenhall Park you can find horse stables, livestock grazing fields, and neighborhood homes that add to the unique placemaking of Mendenhall Park.

An optional job walk can be scheduled with the Parks and Recreation Manager upon request. Please email Daniel Briceño to schedule a site visit: jbriceno@inyocounty.us

III. CONTRACT AWARD AND EXECUTION - SECTION 3:

3-1.04 CONTRACT AWARD

Section 3-1.04 of the Standard Specifications shall be amended as follows:

Whenever possible, the award to the lowest bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 15 days of Notification of Award, as further described in Section 3-1.18: Contract Execution.

3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)

The successful bidder must furnish 2 bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the Contract amount.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the Contract amount.

The bond forms are in the Bid Book.

3-1.06 CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

3-1.07 INSURANCE POLICIES

The successful bidder must submit:

1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form no. CG 0001 or similar exclusions are allowed if not inconsistent with section 7-1.06. Allowance of additional exclusions is at the discretion of the Department.
2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.
3. A declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has sufficient funds and resources to cover any selfinsured retentions if the self-insured retention is over \$50,000.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure under Labor Code § 3700.

3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION

Section 3-1.08 is amended as follows.

This project is subject to Inyo County Ordinance No. 1156, An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 6.06 to the Inyo County Code to Provide Contacting Preferences for Local and Small Businesses, which is included in the bid package.

The bidder must:

- 1) Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.
- 2) Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

To qualify for the SBE contracting preference as described in Inyo County Ordinance No. 1156 (Ordinance No. 1156), Section 6.06.040, the bidder must show that he/she is a SBE as described in Ordinance No. 1156 Section 6.06.020.

To qualify for the SBE subcontracting preference as described in Ordinance No. 1156, Section 6.06.050, the bidder must show that the subcontractor(s) proposed for work on the project is/are a SBE(s) as described in Ordinance No. 1156 Section 6.06.020.

It is the bidders' responsibility to verify that the SBE(s) is certified as a small business enterprise at the date of bid opening.

SBE CONTRACTING PREFERENCE COMMITMENT SUBMITTAL:

If the bidder is claiming the SBE contracting preference, the bidder must submit SBE information on the "Small Business Enterprise Commitment (Construction Contracts)," form included in the Bid Package. If the bidder is not claiming the SBE contracting preference, remove the form from the Bid Package before submitting your bid.

The bidder must Submit written confirmation from each SBE subcontractor stating that it is participating in the contract. Include confirmation with the SBE Commitment form. A copy of a SBE subcontractor's quote will serve as written confirmation that the SBE is participating in the contract.

SUBCONTRACTOR AND SBE RECORDS:

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every SBE subcontractor, SBE vendor of materials and SBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. SBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report – Utilization of Small Business Enterprises - (SBE), First-Tier Subcontractors," certified correct by the Contractor or his authorized representative, and submitted to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the Contract form.

Deliver two (2) fully executed (except for the County's signature) to the Office Engineer:

1. Signed Contract form
2. Contract bonds
3. Documents identified in section 3-1.07
4. Payee Data Record
5. Small Business (SB) Participation Report form

6. For a federal-aid contract, Caltrans Bidder - DBE Information form

The Office Engineer must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the Contract form is included in your bid book.

IV. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC – SECTION 7:

Section 7 of the Standard Specifications are amended to read as follows:

7-1.02K (2) WAGES

The general prevailing wage rates, determined by the Department of Industrial Relations, for Inyo County, are available at the County of Inyo address or the California DIR web site at <http://www.dir.ca.gov>. Changes are available at the same locations. These wage rates are not included in the Contract Documents. All labor will be paid at not less than these minimum wage rates.

7-1.02K (3) Certified Payroll Records (Labor Code §1776)

Contractor must keep accurate payroll records, and submit a copy of your certified payroll records weekly, including those of subcontractors to the following:

1. Inyo County Department of Public Works
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Include in the certified payroll:

1. Each employee's:
 - 1.1. Full name
 - 1.2. Address
 - 1.3. Social security number
 - 1.4. Work classification
 - 1.5. Straight time and overtime hours worked each day and week
 - 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work
 - 1.7. Pay rate
 - 1.8. Itemized deductions made

- 1.9. Check number issued
2. Apprentices and the apprentice-to-journeyman ratio
3. A Statement of Compliance signed under penalty of perjury that declares:
 - a) The information contained in the payroll record is true, correct, and complete
 - b) The employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
 - c) The wage rates paid are at least those required by the Contract

7-1.05 INDEMNIFICATION

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

7-1.06A GENERAL INSURANCE

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.
2. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Obtain** a copy of the policy declarations and endorsement page to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.
3. **SUBCONTRACTORS:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
4. **SPECIAL RISKS or CIRCUMSTANCES:** Entity reserves the right to modify these

requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. **CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE:** Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

7-1.06C WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Insurance minimums for the project are described in the Insurance Attachment to the sample contract, which is provided earlier in this Bid Package.

7-1.06D LIABILITY INSURANCE

Insurance minimums for the project are described in the Insurance Attachment to the sample contract, which is provided earlier in this Bid Package.

V. PROSECUTION AND PROGRESS – SECTION 8

Amended to read as follows:

8-1.05 TIME

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than **Ninety (90) Calendar days** from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion."

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 8-107B SS, "Time Adjustments."

8-1.10 LIQUIDATED DAMAGES

In accordance with Government Code Section 53069.85, the Contractor shall pay to the County of Inyo, liquidated damages in the amounts of:

\$300.00 per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

The County shall be entitled to deduct the amounts of liquidated damages from any payment otherwise due to the Contractor.

VI. CLAIMS RESOLUTION

PUBLIC CONTRACT CODE SECTION 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties’ dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity’s failure to have responded to a claim, or its

failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

VII. PLAYGROUND SPECIFICATIONS

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. Design, engineer, and build/install the following:
1. A playset with a minimum of 2 slides, climbing features, balancing features, and ADA accessible features. The playset must have a focus on promoting coordination, balance and social play
 2. Pour In Place (PIP) rubber as safety surfacing for the playset
 3. Woodchips as safety surfacing for the swing-set and zip-track/zipline feature
 4. The playground footprint must **not** exceed 6600 (Six Thousand Six Hundred) Square Feet
 5. Install a total of four (4) free-standing features which consists of:
 - a) The 2 bay, 4 swing, swing-set that is currently on site, to be placed in the woodchips area
 - b) A Zip-Track/Zipline, to be placed in the woodchips area
 - c) A Dome Climber with a Use Zone of 19' X 19', to be placed on the pour in place rubber. Item will be received as a donation, please only include costs for installation
 - d) A merry-go-round/spinner, to be placed on the pour in place rubber
 6. A shade structure for the playset. The shade structure must meet or exceed Inyo County's Wind Load and Snow Load Building Codes

*All engineering documents, once prepared by the contractor, shall be incorporated into this contract by reference and shall dictate the methods of construction to be employed by the contractor and the final work product to be produced by the contractor.

1.02 SCOPE OF SERVICES

1. Work with Inyo County Staff to review specifications, building codes, and site conditions.
2. Contractor is to provide administrative, management, and related services as required to coordinate the design, manufacture, and delivery of playground equipment to complete the Project in accordance with the County's objectives for cost, time, and quality.
3. Ensure all playground systems and structures meet or exceed all federal, state, CPSC, ASTM, IPEMA, CPSI, and ADA guidelines.
4. Submit a maximum of two designs per firm for the playground, shade structures, and various amenities
5. Submit drawings of designs in full color
6. Provide playground structures that complement the surroundings of the high elevation desert and backdrop of the sierras. Nature inspired colors and equipment

are preferred. Designs could also include a Native American component within the design that is culturally appropriate to the area.

7. Include a cut sheet of the proposed playground equipment
8. Provide equipment warranty information
9. Provide a company representative to inspect the equipment for damage upon delivery

1.03 SUMMARY

A. Provide:

1. Design drawings and plans for the proposed playground, shade structures, and other amenities
2. Build & install all things listed in the Scope of Work
3. Delivery of equipment
4. Damage inspection upon delivery of equipment

B. Payment:

1. Payment for the Project will include all labor, materials, equipment, and incidentals necessary to complete all of the work listed in the Scope of Work and shown on the Plans and/or specified herein.

1.04 BIDDER QUALIFICATIONS

The selected Bidder shall supply the following within 14 days of the bid opening date:

- A. All bidders shall be contractors who have specifically performed the design and installation of playgrounds for public agencies. If requested, the successful Bidder shall submit proof of experience within 14 days of the bid opening date.
- B. A copy of the proposed warranty from the manufacturer along with the bid.
- C. Verification of insurance in the form of a sample insurance certificate. The contract shall carry a minimum of \$2,000,000 in general liability insurance on a continuing basis. See insurance requirements attached to the contract for more information.
- D. A current license status printout from the Contractor's State License Board at <http://www.cslb.ca.gov> to demonstrate that the license is in good standing.
- E. A certification for Certified Playground Safety Inspector (CPSI)
- F. A document showing that playground equipment utilizes equipment from the International Playground Equipment Manufacturers Association (IPEMA)
- G. The contractor shall cooperate as required in performance of the specified inspecting and testing.

- H. Failure of the bidder to submit items A through H in a timely manner may result in the bid being rejected.

1.05 SUBMITTALS

If requested, successful bidder shall submit:

- A. Playground design drawings, construction plans, and manufacturer's technical data, installation and maintenance instructions for installing the playground and accessories.

1.06 WARRANTY AND CERTIFICATION

A minimum of a 10-year warranty on shade structures. A minimum 15-year warranty on steel posts and steel structures.

1.07 QUALITY ASSURANCE

The contractor/bidder shall be responsible for providing staff for quality assurance.

PART 2 PRODUCTS

2.01 SUMMARY

All equipment, products, and materials shall meet or exceed all federal, state, and local building codes/guidelines such as CPSC, ASTM, IPEMA, CPSI, and ADA.

2.02 SUBSTITUTIONS

Materials substitutions must be submitted to the County a minimum of five (5) working days prior to the bid opening for review to be approved as an "or equal". All substitute material requests shall include all testing agency certifications and independent third-party laboratory testing certifying that all physical properties are equal to or greater than the product specified and certified by an officer of the material manufacturer.

PART 3 COMPENSATION

3.01 PAYMENT

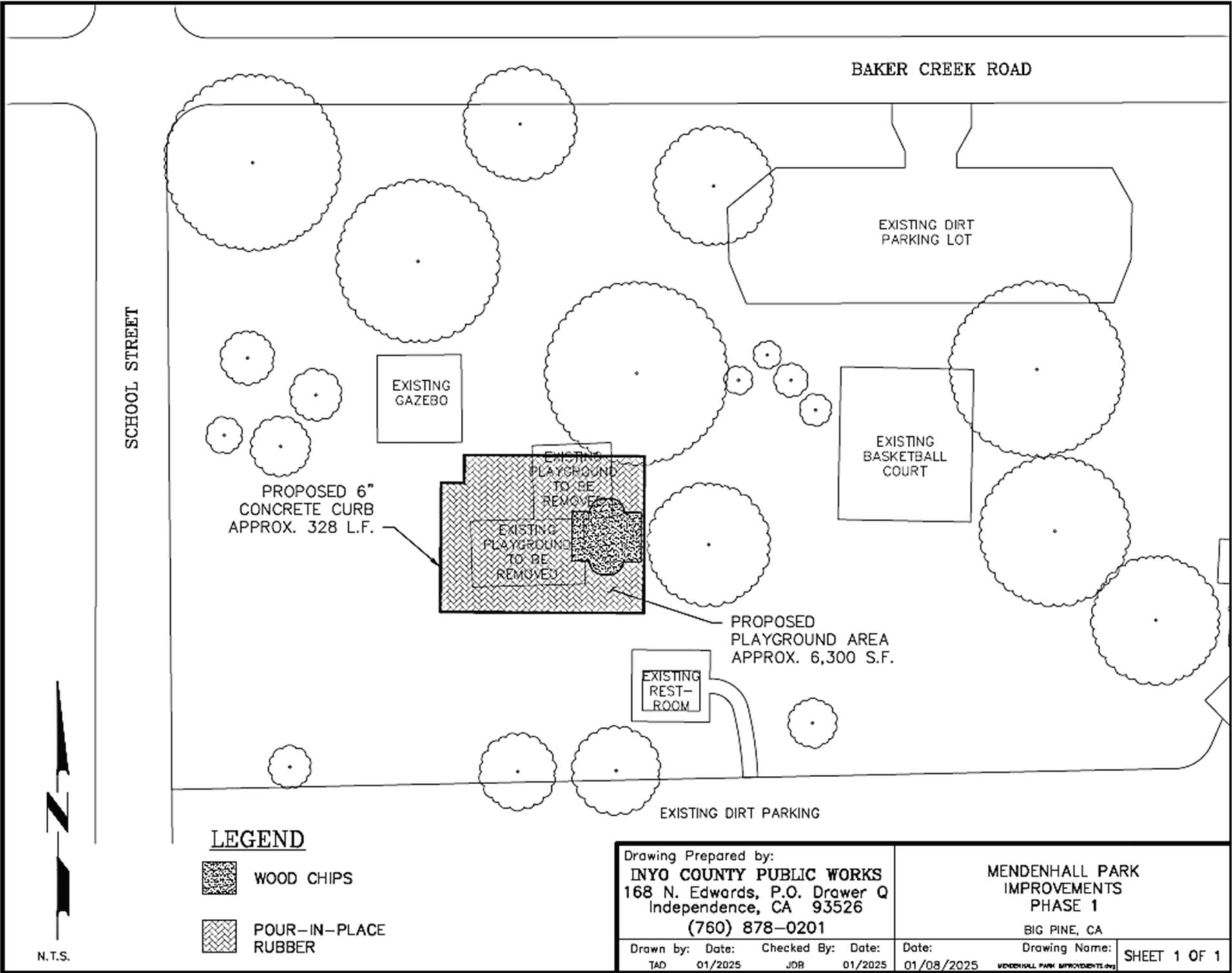
The contract lump sum price paid for the Project shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the Project as shown on the plans, and as specified in the specifications and the special provisions.

END OF SECTION

PRELIMINARY DRAFT PLANS

FOR

MENDENHALL PARK REVITALIZATION PROJECT: PHASE 1
Big Pine, California



Mendenhall Park Revitalization Project: Phase 1
Plans



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-252

Approval of Purchase of Land Mobile Radios for the Sheriff's Office

County Administrator - Information Services

ACTION REQUIRED

ITEM SUBMITTED BY

Noam Shendar, Chief Information Officer, Tim
Bachman, Assistant Sheriff

ITEM PRESENTED BY

Noam Shendar, Chief Information Officer

RECOMMENDED ACTION:

Authorize a purchase order in an amount not to exceed \$210,000.00, payable to BlackPoint LLC of Gardnerville, NV, for in-vehicle and handheld radios for the Sheriff's Office.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Sheriff's Office (ICSO), along with other allied public safety departments and agencies, rely on reliable radio communication systems to ensure the safety of personnel and efficiency of operations. Over the past year, the department has been actively working with Inyo County Information Services and Administration to upgrade the agency's legacy Very High Frequency (VHF) radio system to ensure that it functions appropriately and meets operational needs.

As part of this effort, the department is continuing to replace a number of aging and poorly functioning "subscriber" radios which are used by personnel in the field. A significant number of these radios are at the end of their useful life and are at the point where they are beginning to fail, and replacement parts are no longer available for the purpose of repair. This necessitates purchasing a current model which is supported by the manufacturer and can be serviced appropriately during its lifecycle.

The selection of the new radios proposed for acquisition under this item is guided by three principles: ruggedness/reliability, analog VHF for long-term interoperability, and consideration of the future needs and trajectory of the system. After a thorough review process, ICSO leadership determined Bendix King to be the vendor of preference, with an appropriate unit type for both in-vehicle (mobile) and on-belt (portable) usage.

This item is requesting approval of the Sole Source determination (more fully described in the financial section below) as well as the Purchase Order necessary to move this acquisition forward.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011810
Budgeted?	Yes	Object Code	5232

Recurrence	One-Time Expenditure	Sole Source?	Yes
If Sole Source, provide justification below			
The vendor is uniquely situated to program the radios based on our own operational procedures, as well as those of key partner agencies such as the Bishop Police Department. In addition, the vendor is the only one able to service these radios on site on sufficiently short notice.			
Current Fiscal Year Impact			
A total of \$197,766.88 + 7.75% tax = \$207,930.45 (with a not-to-exceed amount slightly higher, in the event that manufacturer prices fluctuate).			
Future Fiscal Year Impacts			
Maintenance in future years is estimated at \$3,600 per year for all the radios purchased herein.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this purchase. This is not recommended as it would result in the Sheriff's Office to continue using its existing, aging radios, for which there is no reliable source of replacement parts, and a growing number of which are experiencing issues ranging from poor audio quality to failure. In addition, the existing radios would not be compatible with State mandates regarding encrypting Personally Identifiable Information (PII) transmitted over these radios.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Noam Shendar	Created/Initiated - 4/15/2025
Darcy Israel	Approved - 4/16/2025
Noam Shendar	Approved - 4/16/2025
Stephanie Rennie	Approved - 4/16/2025
John Vallejo	Approved - 4/16/2025
Amy Shepherd	Approved - 4/21/2025
Nate Greenberg	Final Approval - 4/22/2025

ATTACHMENTS:

1. Sole Source Authorization Form
2. BlackPoint LLC. Quote/Radio Equipment



County of Inyo

Sole Source Authorization Form

Vendor: V004579 - BlackPoint LLC

Date: Aug 30, 2024

A sole source procurement may be justified in the following situations: Section II.D.1 (located on page 6)

Sole source procurements are the exception, not the norm. They are to be used sparingly and shall not be used in lieu of any competitive process simply because the department failed to allot sufficient time to engage in the competitive process or because the department finds the competitive process to be onerous.

Select one of the following:

<input checked="" type="checkbox"/>	The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field.
<input checked="" type="checkbox"/>	The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.
<input type="checkbox"/>	The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.
<input type="checkbox"/>	The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.
<input type="checkbox"/>	A critical proposed schedule for the service and/or product that only one proposed contractor can meet.
<input type="checkbox"/>	A lack of competition because of the existence of patent rights, copyrights, trade secrets, and/or location.

Amount	Required Action
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.
<input type="checkbox"/> \$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$10,001 to \$25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$25,001 to \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. <input type="checkbox"/> RFP/RFQ Received by Board Clerk on _____
Over \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. Board Approval Required

County of Inyo

Sole Source Authorization Form

Sole Source Justification:

<u>Noam Shendar</u> <small>Noam Shendar (Aug 30, 2024 13:51 PDT)</small>
Department Head Signature

Sole Source Approval
<u>Denelle Carrington</u> <small>Denelle Carrington (Aug 30, 2024 15:36 PDT)</small>
Purchasing Agent Signature
<u>John-Carl Vallejo</u> <small>John-Carl Vallejo (Sep 3, 2024 10:27 PDT)</small>
County Counsel Signature
<u>Christie Martindale</u> <small>Christie Martindale (Sep 5, 2024 16:16 PDT)</small>
Auditor-Controller Signature

BlackPointcorp@yahoo.com



QUOTE

DATE : 4/6/2025

To: INYO COUNTY

<i>JOB:</i>	<i>RADIO EQUIPMENT</i>
<i>P.O.</i>	

DESCRIPTION	QTY	PRICE	TOTAL
BKR5000-T3BS-1 Port, VHF 136-174MHz, 5000Ch, 6W,T3, BLK, Ch Stop, BT	20	\$1,699.50	\$33,990.00
BKR0101 High-Capacity Battery Pack, Li-Ion 4900 mAh, BKR5000	20	\$180.18	\$3,603.60
BKR0810GPS-E Antenna, GPS, VHF, 136-174MHz, SMA, BKR Series,	20	\$36.30	\$726.00
BKR0303-2 Charger, Desktop, 2-Bay, BKR Series Portable Radios.	20	\$180.84	\$3,616.80
BKR0210 Microphone, Remote Speaker, Law Enforcement (LE RSM)☐	20	\$200.64	\$4,012.80
KNG-M150HPR Mobile,Digital,TrunkMount,VHF136-174MHz,5000Ch,110W,	20	\$2,482.26	\$49,645.20
KAA0660 Remote Control Head Plug & Play KNG-Mxxx	20	\$1,015.08	\$20,301.60
KAA0636 Cable Assy Remote Mount 17' KNG-MxxxR	20	\$101.64	\$2,032.80
KAA0276S Standard Handheld Microphone KNG-M with Straight connector	20	\$199.32	\$3,986.40
KZA0576 Factory Install DES / AES Encryption	20	\$219.42	\$4,388.40
BKR0574 DES & AES Encryption w/"tamper proof", BKR-P Series	20	\$351.78	\$7,035.60
PYRAMID SVR350V Vehicular Repeater 150-174 MHz 15 KHz/NON-P25	20	\$1,620.00	\$32,400.00
BPF-1604-A Pre-selector (150-169) MHz, Factory Tuned	20	\$286.00	\$5,720.00
BRF-1602-A Dual Notch Filter (150-160) MHz, Factory Tuned	20	\$286.00	\$5,720.00
TCK-203 3' TNC Cable Kit	20	\$78.00	\$1,560.00
LAIRD SKU 461105 PHANTOM ANTENNA 156-174	20	\$130.00	\$2,600.00
ICOM F7010S 136-174MHz P25 portable/BATTERY/AES/CHARGER	5	\$1,765.54	\$8,827.70
TAIT T03-00011-EAAA TP9 Battery High Capacity Li-Ion 3.3Ah	15	\$108.42	\$1,626.30
TAIT T03-00012-AEAA TP8/9 Chgr Sgl Fast Li-Ion PlgPck US CHARGER	15	\$78.78	\$1,181.70
SHIPPING TO BE DETERMINED AT TIME OF SHIPPING			



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DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-208

U.S. Department of Justice Patrick Leahy Bulletproof Vest Program Application 2025

Sheriff

ACTION REQUIRED

ITEM SUBMITTED BY

Office of the Sheriff

ITEM PRESENTED BY

Riannah Reade, Sheriff Administrative Assistant

RECOMMENDED ACTION:

Authorize the submittal of the U.S. Department of Justice Patrick Leahy Bulletproof Vest Program application for 2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998, is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. The purpose of the BVP Program is to reimburse states, counties, federally recognized tribes, cities, and local jurisdictions up to 50% of the cost of body armor vests purchased for law enforcement officers.

FISCAL IMPACT:

Funding Source	Federal Grant-FY 2025 Patrick Leahy Bulletproof Vest Partnership (BVP) Program	Budget Unit	022700
Budgeted?	Yes	Object Code	4555/5112
Recurrence	Ongoing Expenditure	Sole Source?	

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$30,000 for the period between July 2025 and 2026

Future Fiscal Year Impacts

Up to \$30,000 for the period between July 2026 and 2027

Additional Information

The grant funds are eligible for use for 24 months after being awarded.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny this request. Staff does not recommend this action, as these purchases are necessary for daily operations, and the grant will minimize the impact on the General Fund.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Riannah Reade	Created/Initiated - 4/8/2025
Darcy Israel	Approved - 4/8/2025
Riannah Reade	Approved - 4/8/2025
Keri Oney	Approved - 4/11/2025
John Vallejo	Approved - 4/14/2025
Amy Shepherd	Approved - 4/14/2025
Stephanie Rennie	Approved - 4/18/2025
Nate Greenberg	Final Approval - 4/20/2025

ATTACHMENTS:

1. Bulletproof Vest Program Fact Sheet

BUREAU OF JUSTICE ASSISTANCE FACT SHEET

PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP PROGRAM

The [Patrick Leahy Bulletproof Vest Partnership \(BVP\) Program](#), administered by the [Department of Justice, Office of Justice Programs \(OJP\)](#), [Bureau of Justice Assistance \(BJA\)](#), reimburses states, units of local government, and federally recognized Indian tribes for up to 50 percent of the cost of body armor vests purchased for law enforcement officers. Since 1999, more than 13,000 jurisdictions have participated in the BVP Program, with a total of \$573 million in federal funds for the purchase of more than 1.5 million body armor vests. See the [BVP program resources](#) page for detailed award history.



Since FY 2015, body armor vests were directly attributable to saving the lives of at least 305 law enforcement and corrections officers (based on data collected by OJP). Forty-three of those body armor vests were purchased, in part, with BVP funds.

Program Requirements and Instructions

The following is an overview of the BVP requirements and instructions. Detailed information can be found in the [BVP Frequently Asked Questions \(FAQs\)](#).

Eligible Applicants: States, units of local government, and federally recognized Indian tribes—that is, jurisdictions—that employ eligible law enforcement officers are eligible to apply for BVP funds. For the purposes of the BVP Program, “state” means each of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the

United States Virgin Islands, American Samoa, Guam, and the Northern Mariana Islands; “unit of local government” means a county, municipality, town, township, village, parish, borough, or other unit of general government below the state level.

Law Enforcement Officer Definition: “Law Enforcement Officer” is defined as any officer, agent, or employee of a state, unit of local government, or federally recognized Indian tribe authorized by law or by a government agency to engage in or supervise the prevention, detection, or investigation of any violation of criminal law, or authorized by law to supervise sentenced criminal offenders. This includes full-time, part-time, and auxiliary personnel, whether paid or volunteer.

Small Jurisdiction Priority Funding: By [statute](#), funds are first allocated to qualifying units of local government with fewer than 100,000 residents. Any remaining funds are then awarded to other qualifying applicants.



FACT SHEET

Match Requirement: The federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent.

Application Period: The annual BVP application period typically begins in April and closes six weeks from the opening date. The [BVP website](#) includes [user guides and checklists](#) for each step of the BVP application process.

How to Apply: Applications are accepted in OJP's BVP system, located at <https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. An OJP [Digital Identity and Access Management Directory \(DIAMD\) account](#) is required to access the BVP system. See the DIAMD [OJP User Activation Job Aid](#) for more information.

Payment Process: When a BVP recipient is notified of an award amount, the funds are not disbursed until the recipient logs into the BVP site and provides the receipt information for the body armor vests. Once the payment request is made, BJA reviews the request for accuracy and completes payments on a monthly schedule. See [Submitting Payment Requests in BVP](#) for detailed information. An active registration in the System for Award Management at www.sam.gov is required to receive funds.

Body Armor Vest Requirements: Body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program \(CTP\)](#) and found to comply with the most current NIJ body armor standards; appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered be uniquely fitted; and made in the United States. In

addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application. See the [Mandatory Wear Requirement FAQs](#) for detailed information on the mandatory wear requirement.

Contact Information

The BVP Helpdesk can be contacted at 1-877-758-3787 or vests@usdoj.gov.

Media and Congressional inquiries should be directed to the OJP Office of Communications at 202-307-0703 or ojp.ocom@usdoj.gov.

ABOUT BJA

BJA helps America's state, local, and tribal jurisdictions reduce and prevent crime, lower recidivism, and promote a fair and safe criminal justice system. BJA provides a wide range of resources—including grants, funding, and training and technical assistance—to law enforcement, courts and corrections agencies, treatment providers, reentry practitioners, justice information sharing professionals, and community-based partners to address chronic and emerging criminal justice challenges nationwide. To learn more about BJA, visit bja.ojp.gov or follow us on Facebook (www.facebook.com/DOJBJA) and Twitter ([@DOJBJA](https://twitter.com/DOJBJA)). BJA is a component of the Department of Justice's Office of Justice Programs.



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AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-240

Boating Safety and Enforcement Grant FY 2025-26

Sheriff

ACTION REQUIRED

ITEM SUBMITTED BY

Lindsey Stine, Community Relations Liaison

ITEM PRESENTED BY

Lindsey Stine, Community Relations Liaison

RECOMMENDED ACTION:

Authorize the submittal of the Boating Safety and Enforcement Grant for Fiscal Year 2025-2026.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Division of Boating and Waterways (DBW) provides grants to local government agencies to purchase boating safety and law enforcement equipment through the Boating Safety and Enforcement Equipment Grant Program (BSEE), for up to 100% of eligible costs, based on the portion of time the equipment will be used for boating safety and enforcement activities.

FISCAL IMPACT:

Funding Source	Grant Funded-Boating Safety and Enforcement- California State Parks	Budget Unit	TBD
Budgeted?	No	Object Code	TBD
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
N/A
Future Fiscal Year Impacts
Up to \$11,600.00 for the period of FY 2025-2026
Additional Information

If awarded this funding, this grant will enhance efforts to strengthen boat patrol for Inyo County's waterways.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could not approve the grant submittal. This alternative is not recommended as the awarded funds will assist in the efforts of boat patrol.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services I Public Safety and Emergency Response

APPROVALS:

Lindsey Stine	Created/Initiated - 4/9/2025
Darcy Israel	Approved - 4/9/2025
John Vallejo	Approved - 4/11/2025
Amy Shepherd	Approved - 4/14/2025
Nate Greenberg	Approved - 4/17/2025
Stephanie Rennie	Final Approval - 4/18/2025

ATTACHMENTS:

1. Boat Patrol Safety Grant 2025



News Release

For Immediate Release: Tuesday, March 19, 2024

Division of Boating and Waterways Offers Up to \$4.25 Million in Grants to Enhance Public Safety and Protect California's Waterways

 [Division of Boating and Waterways](#)

Contact:

Newsroom@parks.ca.gov

SACRAMENTO, Calif.— California State Parks' Division of Boating and Waterways (DBW) is now accepting grant applications to help local public entities enhance safety on California's waterways and protect them from abandoned and unwanted vessels. Up to \$4.25 million total is available in grant funding. The application period for the competitive grant programs, Boating Safety and Enforcement Equipment (BSEE) and Surrendered and Abandoned Vessel Exchange (SAVE), is **open through Tuesday, April 30, 2024**.

"Enhancing safety on California's waterways and protecting our shared environment can create healthy and memorable outdoor experiences for experienced and new recreational boaters," said DBW's Deputy Director Ramona Fernandez. "Thank you to the boating law enforcement community for their efforts in keeping California's waterways safe and enjoyable for boaters."

In 2023, DBW awarded 22 BSEE grants totaling \$1.57 million and 29 SAVE grants totaling \$2.75 million. This year, a total of up to \$4.25 million in grant funding is available to eligible applicants in these highly competitive grant programs.

Below are descriptions of the grant programs and available funding:

BSEE Grant Program

Up to \$1.5 million is available to local government agencies statewide that demonstrate a need for patrol boats, replacement engines, personal watercraft, search and rescue equipment, and patrol equipment for conducting recreational boating safety and enforcement activities. These competitive grants are to augment existing local resources and not to fully fund boating safety and enforcement patrol units. The U.S. Coast Guard's Recreational Boating Safety Program provides funding for this BSEE grant program.

SAVE Grant Program

Up to \$2.75 million is available to local public agencies statewide to receive surrendered recreational vessels and to remove and dispose of derelict recreational vessels on coastal and inland public, navigable waterways. Grant funding comes from the Abandoned Watercraft Abatement Fund.

Applications for both grant programs must be submitted to DBW through the Online Grant Application System ([OLGA](#)) by **April 30, 2024**.

Before applying, the division encourages new applicants to view a 45-minute video that provides detailed instructions on creating an account in OLGA as well as navigating the application system. Additionally, DBW is hosting a 45-minute virtual workshop for each grant program to provide valuable insight and program background for writing competitive applications.

Below is detailed information on the virtual workshops:



Time: 10 a.m. – 10:45 a.m.

Location: Virtual Workshop

RSVP: Johanna.Naughton@parks.ca.gov or (916) 902-8795.

SAVE Workshop

Date: Tuesday, March 26, 2024

Time: 1 p.m. – 1:45 p.m.

Location: Virtual Workshop

RSVP: Deborah.Holmes@parks.ca.gov or (916) 902-8820.

The workshops will be recorded for those unable to participate in the live presentations. Please call or email for workshop links or any questions.

Once grant applications have been reviewed and scored, DBW will send out notice of award letters via OLGA. DBW anticipates that awards will be announced in August 2024. Detailed information, including previous grant recipients, is available on DBW's website.



BSEE grants augment local public agency resources for patrol boats, engines, personal watercraft, search and rescue, and patrol equipment. SAVE grants assist local public agencies statewide to receive surrendered vessels and to remove and dispose of abandoned vessels on coastal and inland waterways. Photos from the Division of Boating and Waterways.

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California State Parks provides for the health, inspiration and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high quality outdoor recreation.



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Boating Safety & Enforcement Equipment Grant Program (BSEE)



BOATING SAFETY AND ENFORCEMENT EQUIPMENT 2025/2026 GRANT APPLICATION AND WORKSHOP

APPLICATIONS FOR THE FY 2025/26 BOATING SAFETY ENFORCEMENT AND EQUIPMENT (BSEE) GRANT CYCLE WILL BE ACCEPTED MARCH 14, 2025 THROUGH APRIL 30, 2025, at 5 p.m. PST.

DBW will host virtual workshop on March 26, 2025 from 10:00-10:45 a.m. to provide an overview of the grant application and scoring criteria/matrix as well as recommendations for writing a competitive application. If you are interested in the 2025 BSEE grant application workshop, RSVP no later than March 21, 2025 by emailing Johanna Naughton at johanna.naughton@parks.ca.gov.

To learn more about the BSEE grant application email Johanna Naughton at johanna.naughton@parks.ca.gov.

Previous workshops are posted in the online grant application sidebar of this webpage.

ABOUT THE BSEE GRANT

Division of Boating and Waterways (DBW) provides grants to local government agencies to purchase boating safety and law enforcement equipment through the Boating Safety and Enforcement Equipment Grant Program (BSEE).

WHO IS ELIGIBLE?



EXAMPLES OF ALLOWABLE MARINE PATROL ENFORCEMENT EQUIPMENT:

- Law Enforcement Patrol Boats
- Marine Patrol Equipment
- Personal Watercraft (PWC)
- Search and Rescue Equipment
- Engines, repowers and replacements

Level of Assistance: Up to 100% of eligible costs. Based on the portion of time the equipment will be used for boating safety and enforcement activities.

[2023-2024 GRANTEES](#)

[2024-2025 GRANTEES](#)

Related Pages

- › Grants & Loans: Investing in California
- › Boating Law Enforcement

ONLINE GRANT APPLICATION

- › Online Grant Application (OLGA) › OLGA Instructional Webinar › BSEE 24 Applicant Workshop Webinar
- › BSEE 23 Applicant Workshop Webinar › Application Scoring Rubric

GRANT MANAGEMENT INFORMATION [Reimbursement Instructions](#)

GRANT STAFF **Johanna Naughton**

Grants and Loans Unit

Johanna.Naughton@parks.ca.gov

(916) 902-8795

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ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-197

Owens Valley Groundwater Authority Executive Manager Contract Amendment No. 1 Water Department ACTION REQUIRED

ITEM SUBMITTED BY

Holly Alpert, Water Director

ITEM PRESENTED BY

Holly Alpert, Water Director

RECOMMENDED ACTION:

A) Approve Amendment No. 1 of the Owens Valley Groundwater Authority (OVGA) contract for the provision of Executive Manager services in an amount not to exceed \$25,410 annually, and to remain in effect until terminated by any party with 30 days' notice; and B) Authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

At the February 27, 2025, Owens Valley Groundwater Authority (OVGA) meeting, the OVGA Board approved Amendment No. 1 to the 2024 Board-approved Executive Manager/Staff Services contract. The Amendment reflects the increase in Inyo County staff salaries per the December 2024 MOU.

FISCAL IMPACT:

This staff services contract provides revenue to the Water Department for services provided to the OVGA, in an amount not to exceed \$25,410 annually. The increase in Inyo County staff rates will not change the not-to-exceed amount.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Amendment between the OVGA and the Inyo County Water Department for Staff Services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

City of Bishop, Indian Creek-Westridge Community Services District, Big Pine Community Services District, Owens Valley Committee, Lone Pine Paiute-Shoshone Tribe

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Laura Piper
Darcy Israel

Created/Initiated - 3/18/2025
Approved - 3/24/2025

Laura Piper
John Vallejo
Amy Shepherd
Nate Greenberg

Approved - 3/24/2025
Approved - 3/24/2025
Approved - 3/31/2025
Final Approval - 4/18/2025

ATTACHMENTS:

1. OVGA Executive Manager Services Contract Amendment No. 1
2. OVGA Executive Manager Services Contract

AMENDMENT NUMBER ONE

AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND
THE COUNTY OF INYO
FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES

WHEREAS, the Owens Valley Groundwater Authority (hereinafter referred to as "OVGA") and The County of Inyo (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated May 21, 2024, on County of Inyo Modified Contract No. 118, for the term from May 21, 2024 through until terminated.

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

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

OVGA and Contractor hereby amend such Agreement as follows:

Schedule B hourly rates to be updated as follows:

Executive Manager & Staff County Rate Sheet

Rates for specific staff assigned work will vary by position, pay scale step, and benefit package. The OVGA shall be billed the hourly rate for the specific staff engaged, which shall fall within the rate range listed below. The rates include base salary and benefits.

Position	Rate per Hour
Executive Manager, Inyo County Water Director	\$105.49
Senior Scientist	\$ 82.25
Administrative Analyst	\$ 75.66

The effective date of this Amendment to the Agreement is 2/27/25.

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

AMENDMENT NUMBER ONE

AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND
THE COUNTY OF INYO
FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
27 DAY OF February, 2025.

OVGA

By: Karen M. Kong

KAREN KONG

Type or Print Name

Dated: 3/12/25

CONTRACTOR

By: _____

Type or Print Name

Dated _____

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo

John-Carl Vallejo (Mar 12, 2025 14:51 PDT)

OVGA Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

OVGA Auditor

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 21st day of May 2024 an order was duly made and entered as follows:

*Water Department –
Owens Valley
Groundwater
Authority Executive
Manager Services
Contract*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the agreement between the Owens Valley Groundwater Authority of Independence, CA, and the County of Inyo for the provision of Executive Manager services in an amount not to exceed \$25,410 for the period beginning March 14, 2024, and remaining in effect until terminated by any party with 30 days' notice and authorize the Chairperson to sign. Motion carried unanimously.

Routing
CC Purchasing Personnel Auditor CAO Other: Water Dept. DATE: May 29, 2024

WITNESS my hand and the seal of said Board this 21st
Day of May, 2024



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nate Greenberg", is written over a horizontal line.

By: _____



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 21, 2024

Reference ID:
2024-357

Owens Valley Groundwater Authority Executive Manager Services Contract Water Department ACTION REQUIRED

ITEM SUBMITTED BY

Holly Alpert, Water Director

ITEM PRESENTED BY

Holly Alpert, Water Director

RECOMMENDED ACTION:

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

BACKGROUND / SUMMARY / JUSTIFICATION:

The Owens Valley Groundwater Authority (OVGA) was formed under a joint powers agreement in 2017 to act as the Groundwater Sustainability Agency for the Owens Valley groundwater basin. The OVGA is responsible for complying with mandates of the California Sustainable Groundwater Management Act. Since the formation of the OVGA, Inyo County has provided managerial, legal, and financial staff services. This contract formalizes the managerial staffing arrangement and prescribes the responsibilities of Inyo County Water Department staff and costs to the OVGA. The Executive Manager contract is hourly and includes Water Department staff time and related expenses to support OVGA activities. The contract has an annual compensation limit and detailed scope of work. The OVGA approved this contract at its March 14, 2024, meeting.

FISCAL IMPACT:

Funding Source	Owens Valley Groundwater Authority	Budget Unit	621601
Budgeted?	Yes	Object Code	5539
Recurrence	Yearly		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
For 2024-25 Fiscal Year, \$25,410 is budgeted for this contract.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the contract. This is not recommended as it could impair the ability of the OVGA to fulfill its mission.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. 2024 Executive Manager Contract

APPROVALS:

Laura Piper	Created/Initiated - 4/30/2024
Holly Alpert	Approved - 5/3/2024
Darcy Ellis	Approved - 5/3/2024
Laura Piper	Approved - 5/3/2024
Keri Oney	Approved - 5/3/2024
John Vallejo	Approved - 5/16/2024
Grace Chuchla	Approved - 5/16/2024
Amy Shepherd	Approved - 5/16/2024
Nate Greenberg	Final Approval - 5/16/2024

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER
AUTHORITY AND THE COUNTY OF INYO
FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES**

WHEREAS, the Owens Valley Groundwater Authority (hereinafter referred to as "OVGA") has the need for the Executive Manager services of the County of Inyo, a political subdivision of the State of California (hereinafter referred to as a "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the OVGA, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the OVGA to the Contractor to perform under this Agreement will be made by the OVGA Board and shall be directed to Holly Alpert on behalf of the Contractor (or such other individual as the Contractor may designate from time to time). The parties agree that Holly Alpert (or such other individual as may be designated by the Contractor) shall be the titular Executive Manager for any purposes where it is necessary to an individual person to act as the Executive Manager in order to perform the services and work set forth in Attachment A. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the OVGA's need for such services. The OVGA makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the OVGA under this Agreement. OVGA by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the OVGA should have some need for such services or work during the term of this Agreement.

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

2. TERM.

Effective as of March 14, 2024, Contractor shall provide services to the OVGA through the Inyo County Water Department when and if requested by the OVGA. This Agreement shall remain in full force and effect until terminated by any party, with or without cause, by supplying 30 days' written notice of termination to the other party.

3. CONSIDERATION.

A. Compensation. Services and work set forth in Attachment A shall be billed on an hourly basis according to the rates established in Attachment B up to the annual limit specified in Section 3.D., which is based on the parties' good-faith estimate of the County's average monthly costs of providing such services over a typical 12-month period. On or before July 1, 2024 and every July 1st thereafter, the Contractor and the OVGA may review and discuss whether an adjustment to said compensation may be appropriate. Any agreed upon adjustments shall be memorialized in writing and incorporated into this Agreement by this reference. Invoices for services shall be sent to OVGA in care of its Auditor-Controller on a quarterly basis, or at such other intervals as may be mutually agreeable to the parties. Invoices shall contain descriptions of work performed and time spent.

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the OVGA to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$25,410 – Twenty five thousand four hundred ten (hereinafter referred to as "contract limit"). OVGA expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the OVGA, quarterly, an itemized statement of all hours spent by Contractor in performing services and work described in attachment A, which were done at the OVGA's request. This statement will be submitted to the OVGA not later than 30 days following the end of the quarter. The statement to be submitted will cover the period from the first (1st) day of the preceding quarter through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the OVGA will also include an itemization of any travel or per diem expenses, which have been approved in advance by the OVGA, and incurred by the Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the OVGA's accounting procedures and rules. The OVGA shall make a good-faith effort to issue payment to Contractor within 30 days but reserves the right to vary the payment schedule in order to manage finances. The Contractor shall be notified of the expected payment date in writing should the payment schedule be altered.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the OVGA

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. OVGA PROPERTY.

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

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

Owens Valley Groundwater Authority
(Independent Contractor)

Agreement, Contractor will convey possession and title to all such properties to OVGA.

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify OVGA and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, to the extent permitted by law, and except such loss or damages which was caused by the sole negligence or willful misconduct of the OVGA. These obligations shall not extend to the OVGA's adoption of, or the OVGA's implementation of, the GSP.

12. RECORDS AND AUDIT.

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

B. Inspections and Audits. Any authorized representative of OVGA shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which OVGA determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor.

Owens Valley Groundwater Authority
(Independent Contractor)

Further, OVGA has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

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

14. CANCELLATION.

This Agreement may be canceled by OVGA without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. In the event of any such cancellation, OVGA will pay to Contractor all amounts owing to Contractor for work satisfactorily performed up to the date of cancellation. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to OVGA.

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the OVGA. If a disclosure is required by law, Contractor shall first give OVGA reasonable notice of the intended disclosure sufficient to allow the OVGA to take any action that may be available to prevent the disclosure. Any disclosure of confidential information that Contractor is not required by law to disclose, that

Contractor discloses without the OVGA's written consent, is solely and exclusively the legal responsibility of Contractor in all respects.

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

Owens Valley Groundwater Authority
(Independent Contractor)

class mail to, the respective parties as follows:

OVGA:

<u>INYO COUNTY WATER DEPARTMENT</u>	
<u>ATTN: OVGA Executive Manager</u>	Name
<u>P.O. Box 337</u>	Street
<u>Independence, CA 93526</u>	City and State

Contractor:

<u>COUNTY OF INYO</u>	Name
<u>P. O. BOX 337</u>	Street
<u>INDEPENDENCE, CA 93526</u>	City and State

25. ENTIRE AGREEMENT.

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

26. COUNTERPARTS.

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 21st
DAY OF May, 2024.

OVGA
By: Karen M. Kong
KAREN KONG
Type or Print Name
Dated: 4/21/24

CONTRACTOR
By: Matt Kingsley
Matt Kingsley
Type or Print Name
Dated: 05/21/2024

APPROVED AS TO FORM AND LEGALITY:

OVGA Counsel

APPROVED AS TO ACCOUNTING FORM:

OVGA Auditor

26. COUNTERPARTS.

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

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

OVGA
By: Karen M. Kong
KAREN KONG
Type or Print Name
Dated: 4/21/24

CONTRACTOR
By: Holly Alpert
Holly Alpert
Type or Print Name
Dated: 4/29/24

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (4/21/24 15:33 PDT)

OVGA Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

OVGA Auditor

ATTACHMENT A

AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND THE COUNTY OF INYO FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES

SCOPE OF WORK:

Executive Manager Powers and Duties. Subject to any rules and regulations provided by the Board, the powers and duties of the Executive Manager & staff are:

- **On or before April 1 of each year, to cause to be prepared and submitted to the Board of Directors a proposed budget for the upcoming fiscal year.**
- **To prepare and present the GSA's annual report.**
- **To attend all meetings of the Board of Directors and act as secretary to the Board. To cause to be kept minutes of all meetings of the Board of Directors and to cause a copy of the minutes to be forwarded to each member of the Board of Directors, prior to the next regular meeting of the Board of Directors**
- **To monitor and regulate provided well information.**
- **To purchase or lease items, fixed assets, or services within the levels authorized by the Bylaws and Executive Manager purchasing authority.**
- **To perform such other duties as the Board of Directors may require in carrying out the policies and directives of the Board of Directors.**

ATTACHMENT B

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY
AND THE COUNTY OF INYO
FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES**

SCHEDULE OF FEES:

EXECUTIVE MANAGER & STAFF COUNTY RATE SHEET

Rates for specific staff assigned work will vary by position, pay scale step, and benefit package. The OVGA shall be billed the hourly rate for the specific staff engaged, which shall fall within the rate range listed below. The rates include base salary and benefits.

Position	Rate per Hour
Executive Manager, Inyo County Water Director	\$90.96
Senior Scientist	\$76.51
Administrative Analyst	\$75.66

ATTACHMENT C

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY
AND THE COUNTY OF INYO
FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES**

SEE ATTACHED INSURANCE PROVISIONS



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-218

Eastern Sierra Community Housing Presentation on the Silver Peaks Affordable Housing Project

County Administrator

NO ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Deputy County
Administrator

ITEM PRESENTED BY

Patricia Robertson

RECOMMENDED ACTION:

Receive presentation from Eastern Sierra Community Housing on the Silver Peaks Affordable Housing Project.

BACKGROUND / SUMMARY / JUSTIFICATION:

The development team for the Silver Peaks affordable housing project will provide an update.

This project is located at 935 Spruce Street in the City of Bishop and will include approximately 60 affordable apartments, serving households earning between 30 and 80 percent of the Area Median Income (AMI). In addition to the affordable apartments, there will be 14 townhomes offered for ownership built within the same parcel. These “for sale” townhomes will be offered to households earning up to 120% AMI. The townhomes will secure funding which provides up to \$200,000 of down payment assistance to each townhome purchaser.

The team, which includes Visionary Home Builders and Eastern Sierra Community Housing, is preparing an Affordable Housing & Sustainable Communities grant application due May 28th for more than \$50 million. The grant application will also include a funding request for public transit infrastructure improvements and expansion.

This presentation provides the Board of Supervisors and the public with an opportunity to provide input into this project.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to receive a presentation on the Silver Peaks Affordable Housing project from Eastern Sierra Community Housing. This is not advised, as this project represents one of the region's most important opportunities for addressing our longstanding housing and workforce shortage.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Eastern Sierra Community Housing, Visionary Home Builders, City of Bishop

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Improve Housing Opportunities

APPROVALS:

Meaghan McCamman	Created/Initiated - 3/28/2025
Darcy Israel	Approved - 3/28/2025
John Vallejo	Approved - 3/31/2025
Amy Shepherd	Approved - 3/31/2025
Meaghan McCamman	Approved - 4/1/2025
Nate Greenberg	Final Approval - 4/17/2025

ATTACHMENTS:



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-189

2025-2026 Los Angeles Department of Water and Power Annual Operations Plan Water Department ACTION REQUIRED

ITEM SUBMITTED BY

Holly Alpert, Water Director

ITEM PRESENTED BY

Holly Alpert, Water Director

RECOMMENDED ACTION:

Receive a presentation and Inyo County comment on the draft 2025-2026 Los Angeles Department of Water and Power Annual Operations Plan and provide direction to staff as appropriate.

BACKGROUND / SUMMARY / JUSTIFICATION:

Regarding Los Angeles Department of Water and Power's (LADWP) Annual Operations Plan, the Inyo/Los Angeles Long-Term Water Agreement (LTWA) provides that:

"By April 20 of each year, the Department shall prepare and submit to the Inyo County Technical Group a proposed operations plan and pumping program for the twelve (12) month period beginning on April 1. ... The County through its Technical Group representatives shall review the Department's proposed plan of operations and provide comments to the Department within ten (10) days of receipt of the plan."

As of the time of the preparation of this agenda request, the County had not received the proposed Annual Operations Plan from LADWP. The Water Department will distribute the proposed Annual Operations Plan to the Board, Water Commission, and interested public, and will post it on the Water Department website once received. During the meeting, Water Department staff will present an overview of the Annual Operations Plan as well as an analysis of the proposed pumping numbers.

FISCAL IMPACT:

There is no fiscal impact of this item. Staff time and expenses for working on the response to the Annual Operations Plan is provided for in the Water Dept. budget.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose to not provide direction on Inyo County's comments to the Draft Annual Operations Plan. By not providing any comments the County would lose an annual opportunity to work collaboratively with Los Angeles Department of Water and Power to address issues of groundwater and ecological concerns.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

LADWP

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Holly Alpert	Created/Initiated - 3/11/2025
Darcy Israel	Approved - 3/11/2025
Holly Alpert	Approved - 4/9/2025
Keri Oney	Approved - 4/11/2025
John Vallejo	Approved - 4/14/2025
Amy Shepherd	Approved - 4/14/2025
Nate Greenberg	Final Approval - 4/17/2025

ATTACHMENTS:



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-190

Workshop with the Inyo County Water Commission on Los Angeles Department of Water & Power Draft 2025- 2026 Annual Operations Plan

Water Department

NO ACTION REQUIRED

ITEM SUBMITTED BY

Holly Alpert, Water Director

ITEM PRESENTED BY

Holly Alpert, Water Director

RECOMMENDED ACTION:

Conduct a workshop with the Inyo County Water Commission to discuss Owens Valley conditions and the LADWP Annual Operations Plan.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Water Commission was created to assist in the implementation of the County Policy on Extraction and Use of Water, the Long-Term Water Agreement, the FEIR, the MOU, and Ordinance No. 1004 (Resolution 99-43). One responsibility of the Water Commission included in Resolution 99-43 is that at least every six months, the commission shall submit written recommendations, advice, and reports to the Board, and/or present such recommendations, advice, and reports to the Board at a workshop. As in previous years, the Water Commission has requested a workshop with the Board of Supervisors to discuss water issues and in particular, conditions in the Owens Valley and the draft 2025-2026 proposed Annual Operations Plan from the City of Los Angeles Department of Water and Power. The Water Commission will hold a meeting prior to the Board of Supervisors workshop and may approve recommendations to the Board to be discussed during the workshop.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

LADWP

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Holly Alpert	Created/Initiated - 3/11/2025
Darcy Israel	Approved - 3/11/2025
Holly Alpert	Approved - 4/9/2025
Keri Oney	Approved - 4/11/2025
John Vallejo	Approved - 4/17/2025
Amy Shepherd	Approved - 4/18/2025
Nate Greenberg	Final Approval - 4/20/2025

ATTACHMENTS:



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-229

Inyo/Mono Counties Agriculture Department Overview Agricultural Commissioner

NO ACTION REQUIRED

ITEM SUBMITTED BY

Nathan Reade, Ag Commissioner

ITEM PRESENTED BY

Nathan Reade, Ag Commissioner

RECOMMENDED ACTION:

A) conduct workshop on the various functions housed within the Inyo/Mono Agriculture Department as well as an overview of the financial aspects of the department; and B) provide any follow-up direction to staff as necessary.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo and Mono Counties Agriculture Department houses several divisions with a wide variety of responsibilities and functions. Those include Agriculture, Pesticide Use Enforcement, Weights & Measures, Mosquito Control, Invasive Plant Management, and Commercial Cannabis Permitting. This workshop aims to inform your board and the public about what the department does and why, as well as how we interact with stakeholders. A second part of the workshop will focus on how department revenues are derived, and how changes in this funding can occur. The presentation will also explain the financial relationship between Inyo and Mono Counties and the Agriculture Department.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to not hear the workshop.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Nathan Reade
Darcy Israel
Nathan Reade
Nate Greenberg

Created/Initiated - 4/21/2025
Approved - 4/21/2025
Approved - 4/21/2025
Final Approval - 4/22/2025

ATTACHMENTS:

1. Ag Department Workshop Presentation



Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office





Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office

Funding

Agriculture and PUE	Weights and Measures	Mosquito Control	ESWMA	Cannabis
Gas Tax	Fees	Assessment Fees	Gas tax	Fees
CDFA Agreements and Contracts			Grants	
Mill Tax			Contracts	
County General Fund				



Sounds Simple, Right?

Unclaimed Gas Tax

- Excise taxes collected on motor vehicle fuels are deposited in the Motor Vehicle Fuel Account (MVFA) in the Transportation Tax Fund.
- Section 8352.5 of the Revenue and Taxation Code requires fuel taxes attributable to unclaimed, unrefundable agricultural gasoline tax used for off-highway be transferred from the MVFA to CDFA.
- Agricultural gas tax that is unrefundable and unclaimed must be transferred to CDFA for agricultural programs

FAC Section 224(g)

- Moneys transferred by the Controller to the Department of Food and Agriculture Fund from the Motor Vehicle Fuel Account pursuant to Section 8352.5 of the Revenue and Taxation Code shall be expended by the Secretary of Food and Agriculture as follows:
 - (g) The total amount transferred during each fiscal year less the amounts provided in subdivisions (a) to (f), inclusive, is hereby appropriated to be paid to the counties for agricultural programs authorized by this code that are supervised by the department and administered by agricultural commissioners. Reimbursement shall be apportioned to the counties in relation to each county's expenditures to the total amount expended by all counties for the preceding fiscal year for agricultural programs, as determined by the secretary, or with the collective agreement of the agricultural commissioners, disbursement to counties according to criteria developed in work plans for a current fiscal year, or any combination of reimbursement and disbursement as agreed upon by the secretary and the commissioners. The amount to be transferred to any county for a fiscal year may be increased or decreased by the secretary to provide that, insofar as those transferred unclaimed refundable gas tax funds for apportionment to the counties are available, no county shall receive smaller combined apportionments of gas taxes and unclaimed refundable gas taxes than that county would have received had the gas taxes been apportioned without the transfer required by Section 8352.5, as determined by the secretary, except that the amount of unclaimed refundable gas tax funds to be transferred to any county for a fiscal year may be increased or decreased by the secretary to compensate for incorrect previous transfers to that county, and to account for any failure to meet the criteria listed in Section 224.5.

How our Ag Department's Share of 224 revenues are Calculated:

- Our portion of the 224(g) pool is determined by
 - Our net county cost for *agricultural* programs compared to statewide combined county costs

FAC Section 224.5 Criteria

1. Currently employ or contract with a licensed agricultural commissioner;
2. Submit annual agricultural expenditure reports to the department in a timely manner;
and
3. Maintain county general fund support for agricultural commissioner services at least equal to the average amount expended for the five preceding fiscal years, unless the county is facing unusual economic hardship that precludes support.

Maintenance of Effort (MOE)

- Based on the 5-year average net county cost
- During the last cycle, Inyo/Mono dipped below MOE
- This occurred mostly because we had a vacant position

Other factors affecting gas tax calculations

Increases Reimbursement

- Hours Spent in Ag Programs
- Weed Program Expenses
- Contract Reimbursement
- Gas Tax Pool
- Negotiated Portion of Gas Tax

Decreases Reimbursement

- Hours Spent on Pesticide Use Enforcement Activities
- Hours Spent on Weights & Measures
- Contract reimbursement
- Gas Tax pool
- Negotiated portion of Gas Tax

Assumptions for Future Year Estimates:

Personnel levels will stabilize

Number of hours for programs will stabilize

Allocation of hours for programs will stabilize

County cost plan will remain the same amount

Weed Program reportable hours will remain at FY 24/25 levels

State contract amounts will remain static

Gas Tax pool will remain the similar and CDFA portion will remain the same (big assumption)

56 other counties will not have significant changes in their programs and hours

Mill Tax

6393. Criteria Items and Apportionment.

(a) The amount of funds allocated to each county for each criteria item shall be based on each county's pest control activities, costs, workload, and performance in proportion to all counties, except as provided in sections 6391(b) and 6395.

(b) The apportionment for each criteria item shall be a percentage of the total mill assessment funds available for reimbursement to counties [less the amount specified in section 6395(b)]. Such criteria items and corresponding apportionments are as follows:

- (1) Apportionment, 3 percent: The total number of Pesticide Use Enforcement Program inspections completed in accordance with the prioritization plan agreed upon by the Director and the commissioners and the commissioner's negotiated work plans;
- (2) Apportionment, 3 percent: The total number of: licensed pest control dealers located in each county; licensed pest control advisers, pest control businesses, pest control aircraft pilots, and farm labor contractors registered in each county; structural pest control operators providing notice of work in each county; active operator identification numbers in each county; and any additional similar workload activities approved jointly by the Director and the commissioners.
- (3) Apportionment, 3 percent: The total number of private applicator certificate holders certified in each county;
- (4) Apportionment, 3 percent: Work hours expended on pesticide related activities that are agreed upon by the Director and the commissioners, provided the work hours are expended by persons holding a Pesticide Regulation and/or Investigation and Environmental Monitoring license or by unlicensed persons qualified to apply for a Pesticide Regulation and/or Investigation and Environmental Monitoring license who are closely supervised by persons holding a Pesticide Regulation and/or Investigation and Environmental Monitoring license;
- (5) Apportionment, 3 percent: Expenditures reported by each county for pesticide-related activities that are agreed upon by the Director and the commissioners;
- (6) Apportionment, 3 percent: The total pounds of pesticides used in the county that have been reported pursuant to Food and Agricultural Code section 12979.
- (7) Apportionment, 21 percent: The total number of restricted materials permits and permit amendments issued by each county; sites identified on all restricted materials permits and permit amendments issued by each county; and notices of intent reviewed by each county;
- (8) Apportionment, 21 percent: Based on the total pounds of nonagricultural-labeled pesticides sold in this state in relation to each county's population. Pounds of pesticide sold data shall be derived from mill assessment collection information provided to the department. Population data shall be based on the most recent U.S. census information; and
- (9) Apportionment, 40 percent: Based on each county's pesticide use report data records in relation to the total number of pesticide use report data records submitted to the department by all counties.

Mill Tax

Small County Base – Currently
set at \$95,000 county

FY	Mill	Percentage Change	Small County Base
04/05	\$ 14,255,329		
05/06	\$ 16,370,077	12.92%	
06/07	\$ 17,879,443	8.44%	
07/08	\$ 17,537,483	-1.95%	\$ 60,000
08/09	\$ 18,558,861	5.50%	\$ 61,200
09/10	\$ 19,087,732	2.77%	\$ 64,424
10/11	\$ 19,835,253	3.77%	\$ 64,200
11/12	\$ 20,786,637	4.58%	\$ 64,200
12/13	\$ 21,680,671	4.12%	\$ 70,000
13/14	\$ 23,257,923	6.78%	\$ 71,000
14/15	\$ 24,330,090	4.41%	\$ 74,000
15/16	\$ 27,026,375	9.98%	\$ 76,000
16/17	\$ 27,054,456	0.10%	\$ 76,000
17/18	\$ 29,078,885	6.96%	\$ 80,000
18/19	\$ 28,610,822	-1.64%	\$ 80,000
19/20	\$ 29,109,418	1.71%	\$ 81,200
20/21	\$ 33,470,423	13.03%	\$ 86,000
21/22	\$ 33,519,301	0.15%	\$ 86,000
22/23	\$ 36,242,456	7.51%	\$ 90,000
23/24	\$ 34,186,530	-6.01%	\$ 90,000
24/25	\$ 37,266,663	8.27%	\$ 95,000



Bringing it all together

- How do Inyo and Mono split costs?

Revenues

- Combined Revenues
 - Device Registration: \$73,584
 - State Contracts: \$11,166
 - Pesticide Mill Refund: \$90,000
 - Standby Fees: \$875
 - **TOTAL COMBINED: \$175,625**
- Separate Revenues
 - Gas Tax Revenue: \$126,041

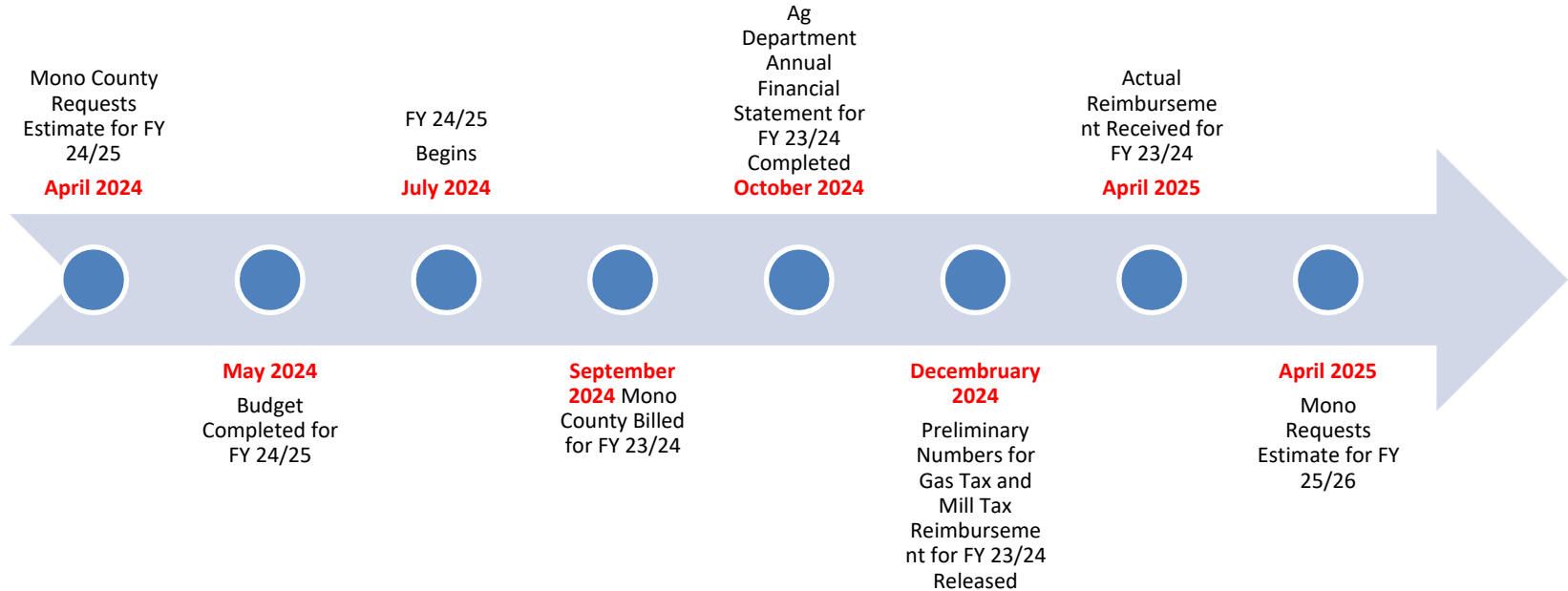
Billing

- Ag Department Expenses
 - \$728,335
 - Minus Combined Revenues (\$175,625) = \$552,710
 - Divide by Two = \$276,355
 - Remove Weed Program County Cost Plan (\$3283) = **\$273,072**
- Mono Receives Separate Revenue
 - \$126,041
 - County Cost is **\$147,031**

Billing

Year	22/23	23/24
Invoice Amount	\$250,000	\$273,072
Unrefunded Gas Tax	\$89,285	\$126,041
Net Cost to Mono	\$160,715	\$147,031

The Timeline...



Questions?



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-244

Proposed Salary and Benefit Adjustments for Elected Officials

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer, Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

- A) Waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Sub-sections 2.88.040(A) 2.88.040(B) 2.88.040(C) and 2.88.040(G), and Repealing Sub-section 2.88.040(H) of the Inyo County Code Regarding Certain Elected Official Salaries," and schedule enactment for May 13, 2025, in the Board of Supervisors Chambers, County Administrative Center, Independence; and
- B) Approve the update to the County of Inyo Elected Official Salary Adjustment Policy.

BACKGROUND / SUMMARY / JUSTIFICATION:

Since September 2023, Inyo County Administration engaged in negotiations with several of the County's bargaining units. Chief among the items discussed with each group was updating salaries and benefits to address recruitment and retention challenges. The majority of these negotiations were completed late in 2024 (including the Board adopting a new Management and Appointed Officials Resolution), however, adjustments to the salaries and benefits for Elected Officials have not yet been implemented.

This item presents a request from the group of Elected Department Heads to adjust their salaries and benefits. The benefit provisions offered herein are consistent with those provided to the Management and Appointed Officials, whereas the salary setting takes into consideration the methodology used for other employee groups and is more fully described below.

Regarding the requested salary adjustments, the Inyo County Board of Supervisors directed County Administration to contract with a 3rd party expert, Evergreen Consulting, to undertake a Countywide Classification and Compensation Study. The study assessed internal equity among County positions in addition to comparing roughly 100 positions to a "market" composed of similar organizations throughout California. A more detailed discussion on this process can be found as part of the December 17th, 2024 agenda item for Management and Appointed Officials.

Among the recommendations in the study was the creation of a new consolidated salary matrix consisting of 34 Grades, each with Seven steps, in which positions were placed taking into account a combination of market and internal equity. However, applying Steps for elected official salaries is

atypical, since the Board cannot reduce elected official salaries in the middle of a term. In other words, the County could provide salary increases akin to Steps, but if a new person takes office in the middle of a term (or at a new term without your Board taking formal action to reduce that salary before the term began), the County could not reset or reduce the salary for the new elected official as it typically does for new employees entering a non-elected position. This complexity presents a challenge regarding the implementation of the salary study for elected officials since it is not possible to implement Steps for elected officials in the same manner as for the rest of the workforce. This further complicates the County's ability to maintain internal equity between positions as prioritized by the Board in 2021.

The salary adjustments requested by the elected officials strive to address these challenges via proposed compromise. The request is to recognize the previously implemented "banding" among elected and appointed officials, provide a salary adjustment roughly based on market, and to add the approximate value of one additional Step, set as a flat salary number until 2028. If your Board agrees to this approach, in order to maintain clarity regarding the inapplicability of the salary schedule to elected officials, Administration recommends that the salary numbers be rounded up as set forth below.

Position	Current Salary	New Salary	\$ Increase	% Increase
Assessor	\$151,152	\$170,000	\$18,848	12%
Auditor	\$151,152	\$170,000	\$18,848	12%
Clerk/Recorder/Registrar	\$138,012	\$162,000	\$23,988	17%
District Attorney	\$190,596	\$217,000	\$26,404	14%
Public Administrator/Guardian	\$94,200	\$112,000	\$17,800	19%
Sheriff	\$190,596	\$217,000	\$26,404	14%
Treasurer/Tax Collector	\$138,012	\$162,000	\$23,988	17%

The group of elected officials provided their own letter to support their request. Also included in this item is an update to the 2014 Elected Officials Salary Adjustment Policy to further clarify the intended process for establishing these salaries in the future.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	Various
Budgeted?	No - however, this will be included in the Third Quarter Review	Object Code	Various
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

The salary increases will result in an additional cost of up to \$13,025 for the period between June 1, 2025 and June 30, 2025, for a total of approximately \$100,835 (this represents one month of salary costs only).

Future Fiscal Year Impacts

The salary increases will result in an additional cost of up to \$160,187 for the period between July 1, 2025 and June 30, 2026, for a total of approximately \$1,240,250 (this represents a full year of salary costs only).

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

Your Board could choose not to approve this action, or provide direction to make adjustments to elements within the item.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services - Quality County Employees

High Quality Services - High-Quality County Government Services

APPROVALS:

Nate Greenberg	Created/Initiated - 4/22/2025
Darcy Israel	Approved - 4/22/2025
Denelle Carrington	Approved - 4/22/2025
Keri Oney	Approved - 4/22/2025
Amy Shepherd	Approved - 4/22/2025
John Vallejo	Approved - 4/23/2025
Nate Greenberg	Final Approval - 4/23/2025

ATTACHMENTS:

1. Letter from Elected Officials
2. Ordinance - Elected Official Salary Change 04.29.2025
3. Elected Officials Salary Adjustment Policy

April 21, 2025

Honorable Board of Supervisors

Subject: Recommendation to Approve the Proposed Ordinance for Elected Officials

In December 2024, following the adoption of the Compensation and Classification Study for Management and Appointed Officials, the Elected Officials Group—which includes the Assessor, Auditor-Controller, Clerk-Recorder, District Attorney, Public Administrator-Public Guardian, Sheriff, and Treasurer-Tax Collector—identified the need to collaborate with County Administration on salary adjustments consistent with those approved for Appointed Officials.

To address this, a working group was convened comprising the elected department heads listed above, members of County Administration (including the CAO, Assistant CAO, County Counsel, and Deputy Director of Personnel), and Supervisors Marcellin and Orrill. The group focused on analyzing compensation data presented in the study, understanding its evolution, assessing internal equity, and developing a framework for future salary evaluations of elected department heads.

This collaborative process offered a valuable opportunity for both Elected Officials and County Administration to address and align on several complex compensation-related issues. As a result, the Elected Officials Group proposed a flat salary schedule, along with a mechanism to revisit the schedule collectively in 2028.

The salary schedule presented to your Board reflects a modest adjustment to the original proposal. This revision was necessary to align elected departments with comparable departments across the County, while accounting for the flat nature of this schedule (as opposed to the escalated schedule used for Appointed Officials), thereby preserving internal equity.

The Elected Officials Group fully supports the recommendation before your Board today. We appreciate the time, effort, and collaborative spirit of the working group, and we remain committed to equitable compensation practices that reflect the responsibilities and qualifications required of our roles.

Sincerely,


David Stottlemeyer (Apr 22, 2025 8:06 PDT)

Dave Stottlemeyer
Inyo County Assessor


Dana Crom (Apr 22, 2025 14:24 PDT)

Dana Crom
Inyo County District Attorney


Christie Martindale (Apr 22, 2025 14:24 PDT)

Christie Martindale
Inyo County Treasurer Tax-Collector




Amy Shepherd
Inyo County Auditor-Controller


Patricia Barton (Apr 22, 2025 14:55 PDT)

Patricia Barton
Inyo County Public Administrator-
Public Guardian



Danielle Sexton
Inyo County Clerk-Recorder


Stephanie Rennie (Apr 22, 2025 15:04 PDT)

Stephanie Rennie
Inyo County Sheriff

ORDINANCE ____

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE CALIFORNIA, AMENDING SUB-SECTIONS 2.88.040(A) 2.88.040(B) 2.88.040(C) AND 2.88.040(G), AND REPEALING SUB-SECTION 2.88.040(H) OF THE INYO COUNTY CODE REGARDING CERTAIN ELECTED OFFICIAL SALARIES

WHEREAS, Government Code Section 25300 provides that the Board of Supervisors may set the compensation for elected officials by ordinance.

Now, therefore, the Board of Supervisors of the County of Inyo hereby ordains as follows:

Section I: Code Amendment.

1. Sub-Section 2.88.040(A) of the Inyo County Code is hereby amended in its entirety to read as follows:

“A. Salary. Salaries for each elected official listed below shall be paid in accordance with the procedures used to pay all other county officers and employees, as follows:

Title	June 12, 2025 and on
Assessor	\$ 170,000 / year
Auditor/ Controller	\$ 170,000 / year
Clerk/Recorder	\$ 162,000 / year
District Attorney	\$ 217,000 / year
Public Administrator	\$ 112,000 / year
Sheriff	\$ 217,000 / year
Tax Collector/Treasurer	\$ 162,000 / year

“

2. Sub-section 2.88.040(B) of the Inyo County Code is hereby amended in its entirety to read as follows:

“B. Salary Increases. Except for the Sheriff, the salary for each elected official listed in subsection A of this section shall be increased at the same time, and in the same percentage amount, as provided to appointed county officials as a group for cost-of-living adjustments. The salary for the Sheriff listed in subsection A of this section shall be increased for cost-of-living adjustments at the same time, and in the same percentage, as provided to members of the Law Enforcement Administrators’ Association.”

3. Sub-section 288.040(C) of the Inyo County Code is hereby amended in its entirety to read as follows:

“C. Health Care Benefits. Except for the Coroner, elected officials shall receive the same medical, dental, vision, life insurance and other health care benefits and insurance as provided to appointed county officials as a group.”

4. Sub-section 2.88.040(G) of the Inyo County Code is hereby amended in its entirety to read as follows:

“G. Other Benefits. Except for the coroner and sheriff, elected officials shall receive longevity pay, clothing allowance, Employee Assistance Program, AirMedCare Network, County medical plan opt out payment, annual medical insurance deductible reimbursement and wellness bonus and be eligible to participate in the flexible benefit plan and deferred compensation plan as provided to appointed county officials as a group. The sheriff will be provided the same longevity pay (sometimes referred to as retention incentive pay), Employee Assistant Program, AirMedCare Network, County medical plan opt out payment, annual medical insurance deductible reimbursement and wellness bonus and be eligible to participate in the flexible benefit plan, deferred compensation plan, 401A plan, safety medical, safety vision, safety dental, long-term disability, and clothing allowance as provided to the Law Enforcement Administrators' Association.

Except for the coroner, elected officials shall have a vehicle assigned to their department. The elected official may utilize this vehicle for their exclusive use and with approval from the County Administrative Officer, garage said vehicle at their residence.”

5. Sub-section 2.88.040(H) is hereby repealed in its entirety.

SECTION II: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Board hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION III: EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED this ____ day of ____, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: Nate Greenberg
 Clerk of the Board

Scott Marcellin, Board Chair

BY: _____
 Darcy Ellis
Assistant Clerk of the Board



COUNTY OF INYO

ELECTED OFFICIALS SALARY ADJUSTMENT POLICY

I. PURPOSE

The purpose of this policy is to provide a consistent salary adjustment process for elected officials that maintains equity with other County classifications while ensuring that qualified persons continue to pursue election to public office.

II. ESTABLISHMENT & REVIEW OF BASE SALARY

For each elected official, excluding the Board of Supervisors, the Board of Supervisors shall establish a base salary for the elected office. The base salary, represented as an hourly rate, shall be based on a 40-hour work week recognizing that, under State law, the elected official is under no obligation to work a 40-hour work week.

Concurrently with a compensation study undertaken for County appointed officials, the Board of Supervisors shall review the base salary for the office for the purpose of maintaining the established base salary for the office, increasing the established base salary for the office effective at the Board's discretion, or decreasing the established base salary for the office effective at the beginning of the next regular term. In reviewing and adjusting the base salary for an elected office, the purpose of the Board of Supervisors is to help ensure that qualified individuals continue to seek election to the office, and that prospective candidates will have knowledge of base salary of office prior to the deadline for deciding whether to seek election or re-election.

This base salary review for elected office salaries in no way limits or prevents any elected official from requesting the Board of Supervisors adjust the salary for their respective office anytime during their term in office.

In establishing and reviewing the base salary for any elected office, excluding the Board of Supervisors, the Board of Supervisors may, in public session:

1. Rely on the same salary survey information that may be provided to it in considering adjustments to the salaries of appointed officials; and,
2. Consider any additional data or other information the elected official, staff or members of the public may choose to provide.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-265

Proposed Benefit Update for Board of Supervisors County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer, Keri Keri Oney, Assistant Personnel Director
Oney, Assistant Personnel Director

ITEM PRESENTED BY

RECOMMENDED ACTION:

Waive further reading of the proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors, State of California Amending Section 2.01.040(H) of the Inyo County Code to Provide for a Change in Benefits for Members of the Board of Supervisors," and schedule enactment for May 13, 2025, in the Board of Supervisors Chambers, County Administrative Center, Independence.

BACKGROUND / SUMMARY / JUSTIFICATION:

The proposed ordinance change updates the "Other Benefits" section for the Board of Supervisors to align with the benefits provided to other Elected Officials. The update includes the addition of the following benefits: clothing allowance, Employee Assistance Program, AirMedCare Network membership, County medical plan opt-out payment, annual medical insurance deductible reimbursement, and wellness bonus. This change ensures consistency in benefit offerings across elected positions. There is no change to the compensation or salary for the Board of Supervisors as part of this ordinance.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010100
Budgeted?	No, however this expense will be included in Third Quarter	Object Code	various
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

The current year's impact will be minimal as the ordinance will not be fully adopted for sixty days.

Future Fiscal Year Impacts

The annual impact of the additional benefits will be approximately \$10,000 per year.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this action, or provide direction to make adjustments to elements within the item.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services - Quality County Employees

High Quality Services - High-Quality County Government Services

APPROVALS:

Keri Oney	Created/Initiated - 4/23/2025
Darcy Israel	Approved - 4/23/2025
John Vallejo	Approved - 4/23/2025
Amy Shepherd	Approved - 4/23/2025
Nate Greenberg	Final Approval - 4/23/2025

ATTACHMENTS:

1. Board of Supervisors - Benefits Update Ordinance 2025

ORDINANCE NUMBER _____

AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA AMENDING SECTION 2.04.040(H) OF THE INYO COUNTY CODE TO PROVIDE FOR A CHANGE IN BENEFITS FOR MEMBERS OF THE BOARD OF SUPERVISORS

The Board of Supervisors of the County of Inyo ORDAINS as follows:

SECTION 1. Authority

Article XI, Section 1, of the California Constitution and Government Code section 25300 provide that the Board of Supervisors shall prescribe the compensation for members of the Board of Supervisors by Ordinance.

SECTION II. Purpose.

The Board of Supervisors for the County of Inyo enacted section 2.04.040 of the Inyo County code, which sets compensation and benefits to be received by members of the Board of Supervisors. By this ordinance, the Board intends to provide for a change in the benefits for members of the Board of Supervisors.

SECTION III. Section 2.04.040(H) Amended to provide for a change in benefits for the Members of the Board of Supervisors.

Subsection H of Section 2.04.040 of the Inyo County Code is amended to read as follows:

“H. Other Benefits. Members shall receive longevity pay, clothing allowance, Employee Assistance Program, AirMedCare Network, County medical plan opt out payment, annual medical insurance deductible reimbursement and wellness bonus and be eligible to participate in the flexible benefit plan and deferred compensation plan as provided to elected county officials as a group.

SECTION IV. Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The Board hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently invalid or unconstitutional.

SECTION V. Effective Date

This Ordinance shall take effect and be in full force and effect sixty (60) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of this Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board voting for and against the same.

PASSED AND ADOPTED this _____ day of _____, 2025 by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

Scott Marcellin, Board Chair

ATTEST: Nate Greenberg
 Clerk of the Board

By: _____
Darcy Ellis, Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 29, 2025

Reference ID:
2025-245

Emergency Medical Services Update & Approval to Submit 2025 CARESTAR Transformations & Innovations Initiative Grant Proposal Health & Human Services NO ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer,
Anna Scott, Health & Human Services Director

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director,
Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Receive updates from staff on the current state of Emergency Medical Services (EMS), the Emergency Medical Care Committee, and request support for the submission of an application to CARESTAR as part of the 2025 Transformations & Innovations Initiative to support analysis of Inyo County's current EMS system.

BACKGROUND / SUMMARY / JUSTIFICATION:

Access to effective and reliable Emergency Medical Services (EMS) throughout Inyo County has been an intermittent topic of concern for many years. The majority of the County relies on volunteer Emergency Medical Technicians (EMTs), working under local fire departments, to deliver Basic Life Support (BLS) service, except for in the greater Bishop area, where a private ambulance company is responsible for response and transport services.

On January 22, 2023, Inyo County and the Inland Counties Emergency Management Agency (ICEMA - who regulates EMS services throughout Inyo County) received a contract termination notice from the long-time Bishop EMS provider Symons Ambulance. Since that time, Inyo County and the City of Bishop have been working collaboratively to ensure the continuity of EMS service in the greater Bishop area. In parallel, County staff have been consulting with the volunteer fire departments who deliver EMS throughout the remainder of the County, recognizing the unique challenges that each of these departments face in delivering such services.

Staff and the Inyo County Board of Supervisors rely on input from the Emergency Medical Care Committee (EMCC) which was formed for purpose of advising on issues related to the delivery of pre-hospital emergency services. For many years, the EMCC has identified the challenges associated with decreased volunteerism and severe underfunding of EMS in rural/frontier areas like Inyo County. The state of EMS across the County is dire, with many departments having an insufficient number of certified EMTs, and therefore relying heavily on mutual aid from entities - all of which significantly impacts response and transport times.

The current EMCC membership has worked closely with the County to assess needs and develop recommendations for improving EMS services - with focus on recruitment, training, certification, and continuing education. Recognizing the challenges, the Inyo County Board of Supervisors has allocated discretionary funding to support operations for five volunteer EMS agencies, as well as jointly subsidize service in the greater Bishop area.

While the system is stable for the moment, the long-term success requires careful reconsideration. Through this item, County staff are seeking funding that would be used to analyze the existing EMS system and provide a set of alternatives and recommendations for how it could be further stabilized and improved.

FISCAL IMPACT:

Funding Source	Grant Funded - CARESTAR	Budget Unit	
Budgeted?	No	Object Code	
Recurrence	One-Time Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$100,000 for the period between July 1, 2025 and June 30, 2026.

Future Fiscal Year Impacts

Up to \$200,000 for the period between July 1, 2026 and June 30, 2028.

Additional Information

Under the Internal Revenue Service, CARESTAR is classified as a Public Charity and is eligible to be accepted as public funding.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose not to support submission of this application, or direct staff to take a different approach with respect to the grant submission.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Nate Greenberg	Created/Initiated - 4/20/2025
Anna Scott	Approved - 4/21/2025
Darcy Israel	Approved - 4/21/2025
Keri Oney	Approved - 4/21/2025
John Vallejo	Approved - 4/21/2025
Amy Shepherd	Approved - 4/22/2025
Nate Greenberg	Final Approval - 4/22/2025

ATTACHMENTS:

1. Notice of Funding Opportunity



Transformations & Innovations Initiative Grants Program Detailed Description

(Updated: March 2025)

OVERVIEW

The CARESTAR Foundation (CARESTAR) is now accepting application for our Transformations and Innovations Initiative (TII) Grants Program. Through this initiative, **CARESTAR is investing in multi-agency collaboratives working to reimagine and transform their local emergency medical services (EMS) system.** This includes enhancing how residents request help in a crisis, diversifying first responder teams, improving language and cultural representation, upgrading the quality of care in homes and communities, and better transitions to long-term care.

We particularly value **collaboratives that include community organizations or individuals representing Indigenous, Black, Latinx, Asian or another racialized group, as well as historically under-resourced communities.**

Eligible collaboratives can be existing or newly formed, but must include at least one EMS provider agency, one Local Emergency Medical Services Agency (LEMSA) and one community-based organization (CBO). Active LEMSAs engagement or demonstrated support is crucial due to their role in overseeing county-level emergency services. Over the long term, CARESTAR hopes that successful local initiatives can eventually be shared across communities and inspire regulatory and policy improvements.

BACKGROUND

Over 40 million California residents and visitors rely on effective emergency medical service agencies to provide help and save lives whenever a traumatic event or injury occurs, regardless of the precipitating cause (e.g., motor vehicle accident, gun violence, accidental fall, substance use, mental health crisis, wildfire, disease outbreak, etc.).

The system responsible for providing this emergency and prehospital care is made up of a complex web of public and private agencies, a range of first responders and health care providers, and various communications and triage systems, all governed and influenced by local, state, and federal policies, regulations, and payors. Many of these structures, processes, and even budget allocations, are based on historic or traditional approaches rather than on a deep understanding and assessment of what is needed and wanted in modern society by individuals and communities requiring help in a crisis.

In California, it is also important to acknowledge that the EMS system serves diverse populations with a variety of cultures, languages and geographies, and functions in the context of racism, disinvestment, and trauma many communities experience, which has led to mistrust and fear of these very services.

Given the critical role of EMS to provide healthcare in our homes and communities, CARESTAR seeks to catalyze new and improved ways for ALL Californians to receive the most appropriate emergency and prehospital care when and where they need it, delivered by first responders and other providers who reflect and respect the rich diversity of their communities.

Our reimagined EMS system places community voices at the center, emphasizing what residents need, want, and experience. We also believe that successful transformation requires better communication, coordination, and collaboration between community-based organizations and EMS agencies. A racial equity lens is fundamental to this work. This means deliberately considering race and ethnicity in analyzing problems, developing solutions, and defining success. Applying a racial equity lens will revolutionize every aspect of emergency and prehospital care delivery, improving health outcomes for all Californians, regardless of who they are or where they live.

Definition of EMS & Emergency and Prehospital Care

For the purposes of this initiative, the terms “Emergency Medical Services (EMS)” and “emergency and prehospital care” are used interchangeably to refer to a range of activities and stakeholders including but not limited to the:

- 911 (211, 988 etc.) call centers and representatives who assist community members in crisis;
- First responders who are dispatched into home and communities;
- Type and quality of emergency medical care and other services provided;
- Sharing data between individuals, agencies and systems; and
- Transport and/or transition to follow-up care as needed.

CARESTAR’s Mission, Vision, and Goals

The CARESTAR Foundation’s mission is *to improve health outcomes for all Californians using a racial equity lens to fund and advocate for improvements to our emergency response system*. Our vision is that all Californians experience an emergency response system that is equitable, unified, and compassionate.

To achieve this vision, we seek to:

- **Elevate Community Voice** - CARESTAR prioritizes the inclusion of diverse perspectives in decision-making processes. By amplifying the voices of underserved communities, CARESTAR hopes that care models are relevant and responsive to their unique needs.
- **Build a Movement** - CARESTAR seeks to galvanize collective action among stakeholders across the emergency care system. By fostering collaboration and sharing best practices, CARESTAR aims to further momentum toward a unified and equitable emergency medical services system.
- **Catalyze Systems Change** - CARESTAR focuses on driving systemic improvements through innovative policy solutions and research support. By challenging existing inequities and promoting inclusive practices, CARESTAR aims to transform the emergency and prehospital care ecosystem.

GRANT COMPONENTS

Award Amount

Grant award sizes may vary. The maximum amount is \$100k for a one-year grant, and a maximum of \$300k for a multi-year grant. Please do not feel obligated to apply for the maximum amount, as we would like to fund as many collaboratives as possible with a limited budget. Final grant parameters (amount and time) will be determined in partnership with applicants to align with the complexity, needs, and plans discussed.

How the collaborative uses funds, and specific distribution among partner agencies is flexible, provided the collaborative establishes agreed upon guidelines, and the lead agency has mechanisms to receive and distribute funds appropriately and in a timely manner.

Collaborative

For this initiative, a collaborative consists of multiple agencies committed to learning, planning, and acting toward a shared vision and/or goals. A collaborative can be in any stage of development -- from early formation and launch to a mature, multi-agency, fully functioning group with a history of working together. Collaboratives can be structured formally -- for example, with paid staff or memorandum of understanding between agencies -- or informally, with representatives participating in shared activities, or acknowledging the work through letters of support.

Collaboratives must include (or demonstrate strong potential to involve) the following representatives:

- One or more agency responsible for **local emergency medical response** such as: fire department, public or private ambulance company, mobile crisis unit and/or agency overseeing call center(s) and triage services such as 911, 211 or 988;
- One or more **community-based organization** that can engage or advocate on behalf of local community members, particularly Indigenous, Black, Latinx, Asian or another racialized group, as well as communities that have historically been under-resourced; and
- **Local Emergency Management Services Authority (LEMSA)**. A list of LEMSAs and contacts can be found [here](#).

Examples (not requirements) of other partners that could be involved in a collaborative include:

- Local hospital or trauma center;
- Local public health and/or behavioral health department;
- EMT or paramedic training program (including CBOs and community colleges);
- Community-based agency that provides physical or behavioral health care, such as behavioral health or substance abuse care facility; and
- Local/regional government representatives.

Scope of Work

The scope of work proposed can be narrow and deep - focusing on specific components of EMS, or broad and wide across the landscape depending on local needs, opportunities, and resources. Potential collaborative activities for transforming emergency and prehospital care systems include the following (note, this list is suggestive, not mandatory):

- **Assess the Current System:** Analyze the structure, strengths, and weaknesses of the current system. Examine and highlight any racial disparities or biases in the ways community members engage, receive and/or experience local emergency and prehospital care. Review quantitative data related to the local emergency and prehospital system at the local level (e.g., zip code, census tract, GIS mapping etc.). Collect and reflect on qualitative data such as interviews, focus groups, surveys, etc. with community members, people with lived experience, and other relevant stakeholders.
- **Create a Shared Vision:** Engage a range of stakeholders - first responders, health care providers, public officials, community members/organizations - to reflect on local realities and data and consider what communities want and need, local assets, barriers, challenges, and opportunities. Create a shared vision for a transformed local EMS system that centers racial equity. What would the ideal system look like? How would it function and feel? What would be different?
- **Develop and/or Implement a Plan:** Develop the implementation plan and/or implement the project that pursues goals for transformational EMS change. Components could include key

milestones, budget, roles, how progress will be captured, a process for engaging community members and key staff required for success. A shared vision and local data can inform this plan.

- **Advance Systems Change:** Share progress, outcomes and/or best practices with key regional and state agencies including the Local or State Emergency Management Systems Authority (EMSA) or the public at large, in order to support the integration, spread, and sustainability of innovations achieved, reinforced by policy or regulatory changes.

Geographic Focus Area

TII grants are available for work at the city, county, or multi-county area within California. At least one collaborative member must be physically located in the geographic area of focus. Additional consideration will be given to a collaborative based and working in a rural, frontier or tribal area, given the unique challenges within EMS in these areas.

Reporting Requirements

CARESTAR is interested in learning alongside collaborative partners, as well as elevating and amplifying successes and challenges along the way. As such, we like to meet regularly with individual collaboratives to check in, as well as occasionally bring multiple collaboratives from across the state together to share updates, brainstorm ideas, and provide advice. Individual collaborative progress meetings with CARESTAR will be held every six months (preferably with multiple agency representatives present). To inform these discussions, collaboratives will be asked to complete a self-assessment questionnaire prior to each call. Occasionally CARESTAR hosts gatherings with other grantees and the collaborative would be encouraged to attend. CARESTAR deeply respects grant partners' time and aims to minimize the burden of these activities.

APPLICATION PROCESS

Lead Applicant

To apply for a TII grant, a lead organization will need to be identified and serve as the primary contact for the grant. This lead organization must be a non-profit organization or public entity. Preferably the lead organization is based in the area where the project will occur. The lead agency must have the ability to receive and manage grant funds, as well as to distribute funds among partners as appropriate in a timely manner. The application also asks for some basic information about existing collaborative members, or ideas for members if the collaborative is not fully formed.

Process & Timing

The TII application process is an approximately four-month journey from application to notification of award. The application stages and timing are as follows:

1. **Eligibility Quiz:** Complete the quiz on our [website](#) to ensure your organization is eligible.
2. **Full Application:** If eligible, access the full application through our online portal. Applications are due by May 30, 2025, at 8 PM PT.
3. **Interview:** Finalists will be invited for an online or in-person interview within 6-8 weeks, with possible requests for additional information.
4. **Award Notification:** Award status will be communicated within 2-3 weeks after the interview, with grant details provided in the award letter and agreement.

REVIEW CRITERIA

All TII grant applications will be reviewed by CARESTAR staff and outside experts including a subset of current CARESTAR TII grant recipients. All applications will be assessed on their own merit and considered against the attributes listed below.

CARESTAR acknowledges that communities are starting from various stages of development and collaborative formation, so the criteria listed below will be considered related to status, and/or the potential to address key issues during the grant period.

- **Strength and diversity of the collaborative** - Multi-sector, EMS participation, LEMSA participation, community participation, other important stakeholders, reflects the community served.
- **Relationships and diversity of the lead agency/applicant** - Legacy, reputation, diversity, capacity, ability to manage the work and gather stakeholders.
- **Project & vision of success** - Potential to "transform" one or more aspects of local emergency & prehospital care.
- **Population served** - Focus on and support for residents who identify as Indigenous, Black, Latinx, Asian or another racialized group, as well as communities that have historically been under-resourced.
- **Community involvement** - Inclusion of community and people with lived experience to identify problems and ideas for solutions, participate in project as appropriate and provide ongoing feedback.
- **Problem identification** - Understanding of racial disparities and changes needed in local emergency and prehospital care or how/where to collect, assess and prioritize this information.
- **Use of data** - Grounded in local quantitative and/or qualitative data that also examines racial disparities.
- **Geographic location** - If collaborative is based and works in a rural, frontier or tribal area, additional scoring points will be available.
- **Potential for systems change** - Potential to scale, disseminate, influence, or lead to policy or regulatory change.

QUESTIONS?

If you have questions, please email grants@carestarfoundation.org.

Information about past projects funded through this program is available on our [website](#).