

# Agenda



## County of Inyo Board of Supervisors

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

**NOTICE TO THE PUBLIC:** This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

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 prior to the meeting, or as the item is being heard, may do so either in writing or 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. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto:boardclerk@inyocounty.us). Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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

**Note:** Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

### **AMENDED**

## **REGULAR MEETING**

**October 18, 2022**

### **Start Time**

- 8:30 A.M.** 1. **Public Comment on Closed Session Item(s)**  
Comments may be time-limited

### **CLOSED SESSION**

2. **Conference with Legal Counsel - Anticipated Litigation** - Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) Government Code §54956.9: one potential case. Facts and circumstances: CalRecycle Threatened Compliance Order for Mandatory Commercial Recycling Program Implementation Gap(s).

- ADDENDUM** 2A. **Conference with Legal Counsel - Anticipated Litigation** - Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) Government Code §54956.9: one potential case.

3. **Conference with County's Labor Negotiators - Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.
4. **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator.

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

- 10 A.M.**
5. **Pledge of Allegiance**
  6. **Report on Closed Session as Required by Law**
  7. **Proclamation - Inyo County Emergency Services** - Request Board approve a proclamation declaring intent to participate in the Great California ShakeOut Drill on October 20, 2022 at 10:20 a.m.
  8. **Introductions** - The following new HHS employees will be introduced to the Board: Blanca Cruz, Prevention Specialist; Vivian DeLaRiva, Health & Human Services Specialist; Krystal Heinz, Social Worker I; and Katherine Zobie, Office Clerk III.
  9. **Public Comment**  
Comments may be time-limited
  10. **County Department Reports**

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

11. **Health & Human Services** - Request Board approve an addendum to the Memorandum of Understanding between the County of Inyo, HHS Behavioral Health and California Health and Wellness to clarify the exchange of protected Health Information/Data Exchange between the Mental Health Plan and Managed Care Plans, and authorize the HHS Director to sign the addendum.
12. **Health & Human Services** - Request Board ratify and approve Standard Agreement #NI-2223-16 with the California Department of Aging (CDA) for regional infrastructure improvements to senior centers with the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$526,136 for the period of October 1, 2022 through December 31, 2024, contingent upon adoption of the Fiscal Year 2023-2024 Budget, and authorized the HHS Director to sign.

13. **Health & Human Services - ESAAA** - Request Board ratify and approve contract #IF-2223-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$485,725 for the period of July 1, 2022 through June 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-24 Budget, and authorize the HHS Director to sign the Standard Agreement, Information Integrity and Security Statement Certification, Contractor Certification Clause, and the California Civil Rights Laws Certification.
14. **Health & Human Services - Social Services** - Request Board: A) declare Thurmond Consulting, LLC of Sacramento, CA a sole-source provider; B) ratify and approve the contract between the County of Inyo and Thurmond Consulting, LLC of Sacramento, CA for the provision of Continuum of Care Grants Management consulting services in an amount not to exceed \$42,000 for the period of July 1, 2022 through June 30, 2023, and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
15. **Public Works** - Request Board approve and award the contract for Engineering Consultant Services for the Inyo County Courthouse HVAC Upgrade Design Project to Etchemendy Engineering, Inc. of Reno, NV in an amount not to exceed \$155,500.00, and authorize the Chairperson to sign, contingent on all appropriate signatures being obtained.
16. **Public Works** - Request Board: A) approve Resolution No. 2022-39 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Accepting Perpetual Right-Of-Way Grants from the United States Bureau of Land Management Regarding Fifteen Roads on BLM land," and authorize the Chairperson to sign, and B) authorize the Chairperson to sign the right-of-way grant form 2800-14 for case file CACA-059558.

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

17. **County Administrator - Information Services** - Request Board hear an update from Information Services Director Scott Armstrong on Inyo County's Broadband Task Force activities to date.
18. **Board of Supervisors** - Request Board nominate from among its members a director and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for 2022-2023.
19. **Clerk of the Board** - Request Board: A) confirm from among its members a delegate and alternate to the boards of directors for the Rural County Representatives of California, Golden State Finance Authority, and Golden State Connect Authority; and B) confirm a supervisor as delegate and a staff member as Inyo County's alternate to the Environmental Services Joint Powers Authority.

#### **ADDITIONAL PUBLIC COMMENT & REPORTS**

20. **Public Comment**  
Comments may be time-limited
21. **Receive updates from Board Members & County staff**



# County of Inyo

## County Counsel

### CLOSED SESSION -

**MEETING:** October 18, 2022

**FROM:** fsfsd

**SUBJECT:** fsas

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**RECOMMENDED ACTION:**

**ADDENDUM 2A. Conference with Legal Counsel - Anticipated Litigation** - Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) Government Code §54956.9: one potential case.

**SUMMARY/JUSTIFICATION:**

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis

Darcy Ellis

Darcy Ellis

Keri Oney

John Vallejo

Amy Shepherd

Created -



# County of Inyo



## County Administrator - Emergency Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 18, 2022

**FROM:** Mikaela Torres

**SUBJECT:** Great ShakeOut Drill - October 20, 2022 at 10:20 a.m.

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**RECOMMENDED ACTION:**

**PRoclamation - Inyo County Emergency Services** - Request Board approve a proclamation declaring intent to participate in the Great California ShakeOut Drill on October 20, 2022 at 10:20 a.m.

**SUMMARY/JUSTIFICATION:**

This year's International ShakeOut Day is October 20, when millions of people worldwide will participate in earthquake drills at work, school, or home! At 10:20 am (local time) on 10/20, Inyo County can join millions of people across the world practicing earthquake safety.

Many areas of the globe are prone to earthquakes, including Inyo County. You could be anywhere when an earthquake strikes: at home, at work, at school, or even on vacation. Great ShakeOut earthquake drills are an opportunity to practice how to be safer during earthquakes: "Drop, Cover and Hold On."

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. Great ShakeOut Proclamation

**APPROVALS:**

Mikaela Torres  
Darcy Ellis  
Mikaela Torres  
John Vallejo

Created/Initiated - 10/3/2022  
Approved - 10/3/2022  
Approved - 10/3/2022  
Approved - 10/3/2022

Nate Greenberg

Final Approval - 10/3/2022



**PROCLAMATION  
OF THE BOARD OF SUPERVISORS,  
COUNTY OF INYO, STATE OF CALIFORNIA  
DECLARING INTENT TO PARTICIPATE IN THE  
GREAT CALIFORNIA SHAKEOUT**



**WHEREAS**, the Inyo County Board of Supervisors recognize that no community is immune from natural hazards whether it be earthquake, wildfire, flood, winter storms, drought, heat wave, or dam failure and recognizes the importance enhancing its ability to withstand natural hazards as well as the importance of reducing the human suffering, property damage, interruption of public services and economic losses caused by those hazards; and

**WHEREAS**, major earthquakes pose a particular, significant, and ongoing threat to the entire Inyo County region; and

**WHEREAS**, Inyo County has a responsibility to promote earthquake preparedness internally as well as with the public and plan appropriately for earthquake-related disasters; and

**WHEREAS**, the protection of Inyo County employees will allow them to facilitate the continuity of government and assist the public following a major earthquake event; and

**WHEREAS**, community resiliency to earthquakes and other disasters depends on the preparedness levels of all stakeholders in the community – individuals, families, schools, community organizations, faith-based organizations, non-profits, businesses, and government; and

**WHEREAS**, by participating in The Great California ShakeOut on October 20, 2022, the Inyo County Board of Supervisors has the opportunity to join and support all Californians in strengthening community and regional resiliency; and

**WHEREAS**, by supporting The Great California ShakeOut, the Inyo County Board of Supervisors can utilize the information on [www.ShakeOut.org/california](http://www.ShakeOut.org/california) to educate its residents regarding actions to protect life and property, including mitigating structural and non-structural hazards and participating in earthquake drills; and

**WHEREAS**, by registering at [www.ShakeOut.org/california](http://www.ShakeOut.org/california), Inyo County employees can participate in the ShakeOut “Drop Cover and Hold on” earthquake drill on October 20 at 10:20 a.m., and encourage the public, schools, businesses, and other community stakeholders to also register.

**NOW, THEREFORE BE IT RESOLVED THAT** the Inyo County Board of Supervisors hereby approves participating in the Great California ShakeOut by taking time to recognize and acknowledge the importance of preparing our community for the purposes of building a safer community and reducing the loss of lives and property from a major earthquake event by taking proactive steps today.

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Jennifer Roeser,  
Vice Chairperson, County of Inyo Board of Supervisors

Attest: NATE GREENBERG  
Clerk of the Board

By: \_\_\_\_\_  
Assistant Clerk of the Board





# County of Inyo



## Health & Human Services

### CONSENT - ACTION REQUIRED

**MEETING:** October 18, 2022

**FROM:** Marilyn Mann

**SUBJECT:** Addendum to the MOU between the County of Inyo, HHS Behavioral Health and California Health and Wellness

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**RECOMMENDED ACTION:**

Request Board approve an addendum to the Memorandum of Understanding between the County of Inyo, HHS Behavioral Health and California Health and Wellness to clarify the exchange of protected Health Information/Data Exchange between the Mental Health Plan and Managed Care Plans, and authorize the HHS Director to sign the addendum.

**SUMMARY/JUSTIFICATION:**

Behavioral Health, as the Medi-Cal specialty Mental Health Plan (MHP), has a current Memorandum of Understanding with California Health and Wellness. During the implementation of the Department of Health Care Services (DHCS) Cal-AIM initiative, Goal 3, Milestone 1a, Option 1 requires demonstrating direct sharing of data with Medi-Cal Managed Care Plans (MCP). In order to meet this requirement, an addendum has been produced to ensure that the Data Exchange meets the requirements for the initiative to meet the goal which clarifies the exchange of protected Health Information/Data Exchange between the MHP and CHW.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

This addendum to the MOU is necessary to meet the Data Exchange requirements of the Cal-Aim initiative. Failure to approve the addendum results in noncompliance with the implementation of the DHCS Cal-Aim initiative.

**OTHER AGENCY INVOLVEMENT:**

California Department of Health Care Services, California Health and Wellness

**FINANCING:**

There is no funding involved in this MOU.

**ATTACHMENTS:**

1. Inyo County BHQIP Data Sharing Agreement Addendum

**APPROVALS:**

Lori Bengochia	Created/Initiated - 9/29/2022
Melissa Best-Baker	Approved - 10/5/2022
Darcy Ellis	Approved - 10/5/2022
Marilyn Mann	Approved - 10/6/2022
John Vallejo	Approved - 10/7/2022
Marilyn Mann	Final Approval - 10/10/2022

**ADDENDUM No. 1**

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF INYO  
AND  
California Health and Wellness**

This Addendum is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between the Inyo County Department of Behavioral Health (hereinafter, referred to as “MHP”), a political subdivision of the State of California, Division of Behavioral Health Services, and California Health and Wellness Plan (hereinafter, referred to as “CHW”).

WHEREAS, CHW and County of Inyo are parties to a Memorandum of Understanding (the “**MOU**”) dated January 1, 2014.

WHEREAS, the Department of Health Care Services (“DHCS”) issued CalAIM Data Sharing Authorization Guidance dated March 2022, setting out specific guidance that supports data sharing between Managed Care Plans (MCPs) health care providers, community-based social and human service providers, local health jurisdictions, and county and other public agencies that provide services and managed care under CalAIM (<https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance.pdf>).

WHEREAS, the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP) is an incentive payment program to support Mental Health Plans (MHP), Drug Medi-Cal State Plans (DMC) and Drug Medi-Cal Organized Delivery Systems (DMC-ODS) as they prepare for changes in the CalAIM initiative and other approved administration priorities.

WHEREAS, the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP) is focused on implementation of payment reform, behavioral health policy changes, and bi-directional data exchange between systems of care for the purpose of improving quality and behavioral health outcomes and care coordination for Medi-Cal beneficiaries.

NOW, THEREFORE in consideration of foregoing, the MOU shall be amended as follows:

1. That Attachment A. Section Q. EXCHANGE OF PROTECTED HEALTH INFORMATION/DATA EXCHANGE shall be updated to include the following new language as bullet number five (5.) on both sides of the Matrix of Responsibilities to be consistent with the guidance of the CalAIM Data Sharing Guidance and the Behavioral Health Quality Improvement Program (BHQIP). To the extent the language provided in Section (6), conflicts with the specific guidance contained in the CalAIM Data Sharing and BHQIP Guidance, the CalAIM Data Sharing and BHQIP Improvement Program (BHQIP) Authorization Guidance shall control:

CATEGORY	MHP	CHW
<p>Q. Exchange of Protected Health Information / Data Exchange</p>	<ol style="list-style-type: none"> <li>1. MHP will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328- 5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> <li>• Title 9, CCR, Section 1810.370(a)(3)*</li> </ul> </li> <li>2. MHP will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</li> <li>4. MHP will notify the State of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within the required timelines.</li> <li>5. The parties shall enter into a Data Sharing agreement for the specific purpose of supporting the DHCS BHQIP.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will comply with applicable portions of <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328- 5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> </li> <li>2. CHWP will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. CHWP will encrypt any data transmitted via email containing confidential data of CHWP members such as PHI and Personal Confidential Information (PCI) or other confidential data to CHWP or anyone else including state agencies.</li> <li>4. CHWP will notify the State within their contractual guidelines of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</li> <li>5. The parties shall enter into a Data Sharing agreement for the specific purpose of supporting the DHCS BHQIP.</li> </ol>

2. Capitalized terms used in this Addendum and not otherwise defined herein shall have the same meaning in the MOU. All other terms and conditions of the MOU not inconsistent with this Addendum shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date set forth beneath their respective signatures and this Addendum shall be effective immediately upon execution.

**CHW:**

**County of Inyo:**

Signature: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Date

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Date

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

Approved for Contract Policy Compliance, Contracts by:

\_\_\_\_\_

\_\_\_\_\_ Date

Approved as to Form, County Counsel by:

\_\_\_\_\_

\_\_\_\_\_ Date



# County of Inyo



## Health & Human Services

### CONSENT - ACTION REQUIRED

**MEETING:** October 18, 2022

**FROM:** Melissa Best-Baker

**SUBJECT:** Ratification and Approval of Standard Agreement NI-2223-16 between California Department of Aging and County of Inyo

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**RECOMMENDED ACTION:**

Request Board ratify and approve Standard Agreement #NI-2223-16 with the California Department of Aging (CDA) for regional infrastructure improvements to senior centers with the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$526,136 for the period of October 1, 2022 through December 31, 2024, contingent upon adoption of the Fiscal Year 2023-2024 Budget, and authorized the HHS Director to sign.

**SUMMARY/JUSTIFICATION:**

The Department received this contract in September 2022, and was subsequently notified by the California Department of Aging that they needed to provide a corrected contract to the agency. The Department received the updated contract and discussed the funding and proposed projects with the ESAAA Advisory Council on October 7, 2022. The Advisory Council recommends that the Board approve the contract and proposed projects as presented.

During Spring 2021, Meals on Wheels submitted an Advocacy Proposal to the Legislature, requesting \$40 million to support the capacity and infrastructure improvement grants for senior nutrition programs. The Home and Community Based Services (HCBS) Senior Nutrition Infrastructure Grant Program (NI) funding is the result of that proposal. HCBS NI allocation of \$526,136 will provide Inyo and Mono Counties monies to enhance, expand, and increase senior nutrition infrastructure in California. The Inyo allocation will be \$420,136 and Mono allocation will be \$106,000. The intent of this funding opportunity is to fund capacity and infrastructure improvement grants for senior nutrition programs under the Mello-Granlund Older Californians Act. This grant opportunity shall prioritize purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals.

Each county has planned much needed facility and equipment updates. Additional attachment are the proposed uses for this allocation. We are awaiting final approval from the State.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this agreement which would prevent both counties from accessing these funds for much needed facility and equipment upgrades.

**OTHER AGENCY INVOLVEMENT:**

Mono County Social Services

**FINANCING:**

Federal funds. Total amount of this contract is \$485,725 and will be budgeted as revenue in the ESAAA Budget (683000) in the Federal revenue object code.

**ATTACHMENTS:**

1. Final Grant Agreement

**APPROVALS:**

Melissa Best-Baker	Created/Initiated - 10/5/2022
Darcy Ellis	Approved - 10/5/2022
Marilyn Mann	Approved - 10/10/2022
John Vallejo	Approved - 10/10/2022
Amy Shepherd	Approved - 10/11/2022
Marilyn Mann	Final Approval - 10/11/2022

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

NI-2223-16

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

10/01/2022

THROUGH END DATE

12/31/2024

3. The maximum amount of this Agreement is:

\$526,136

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	8
Exhibit B	Budget	4
Exhibit B Attachment 1	Grantee's Budget Display	1

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

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

County of Inyo

CONTRACTOR BUSINESS ADDRESS

1360 North Main Street, Suite 301

CITY

Bishop

STATE

CA

ZIP

93514

PRINTED NAME OF PERSON SIGNING

Marilyn Mann

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1, 4.04 A.4



**EXHIBIT A**  
**SCOPE OF WORK**

**1. GRANT AGREEMENT PARTIES:**

A. This Grant Agreement is established between COUNTY OF INYO, hereafter referred to as Grantee, and the California Department of Aging (CDA). CDA and Grantee are hereinafter collectively referred to as the Parties.

**2. GRANT PERFORMANCE PERIOD:**

A. All tasks and work performed must be completed during the grant performance period from October 1, 2022, through December 31, 2024. No invoices for work completed after December 31, 2024, will be paid.

**3. GRANT AGREEMENT MANAGERS:**

A. The grant agreement managers during the term of this Agreement shall be:

Department of Aging:	Grantee: County of Inyo
Section/Unit: Nutrition and Wellness Bureau	Section/Unit:
Attention: Lana Reynolds, Bureau Chief	Attention: Melissa Best-Baker
Address: 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833	Address: 1360 North Main St. Ste 201 Bishop, CA 93514
Phone: 916-419-7553	Phone: 760-878-0232 Fax: 760-878-0266
Email: Lana.Reynolds@aging.ca.gov	Email: mbestbaker@inyocounty.us

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

**4. DEFINITIONS**

As used in this agreement, the following words shall have the following meanings:

A. Grant Scope: items listed within Exhibit A, Scope of Work, found within this Agreement.

**5. GRANTEE RESPONSIBILITIES:**

A. Grantee acknowledges that CDA may make reasonable changes to its procedures in support of this grant and its requirements. If CDA makes any changes to its procedures and guidelines, CDA agrees to notify Grantee within a reasonable timeframe.

- B. Grantee shall complete the Grant Scope in accordance with the time of the Grant Performance Period set forth in Section 2 of this Scope of Work, and under the terms and conditions of this agreement.
- C. Grantee agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the Grantee in the original application must be submitted in writing to CDA Agreement Manager for prior approval.
- D. Grantee shall prioritize purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals, including but not limited to:
  - 1. Production-scale commercial kitchens including commercial grade equipment such as ovens, stoves, steamers, and mixers
  - 2. Warming, refrigeration, or freezer capacity and equipment including refrigerators and freezers, hot holding equipment, insulated food delivery bags, and steam tables
  - 3. Food delivery vehicles including cars, trucks, vans, and temperature-controlled vehicles
  - 4. Improvements and equipment to expand capacity for providers of meals including food/meal packing equipment, dishwashers, 3-compartment sinks, prep tables, steam tables, and salad bars
  - 5. Refurbishments including repair or replacement of damaged and/or deteriorated flooring and/or repair and painting of damaged wall surfaces in areas where food is prepared, packaged, stored, or served including areas where kitchenware are washed and stored
    - a) Grantee must verify flooring or painting is not covered under a building lease prior to requesting use of infrastructure funding for this purpose and the grantee must maintain documentation in case of grant monitoring or audit.
  - 6. Energy efficient light fixtures in kitchen or congregate meal service areas
  - 7. Installation costs (labor/materials) for allowable improvements and equipment
  - 8. Furniture, including table and chairs, for congregate meal service areas
  - 9. Technological or data system infrastructure for monitoring client health outcomes including computing devices, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, and software programs for data entry and/or monitoring of client data and health outcomes
- E. Grantee shall not use this funding to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets

that materially increase their value or useful life. This includes any equipment that is permanently affixed to a building such as non-portable generators, walk-in refrigerators, and walk-in freezers.

## **6. CDA RESPONSIBILITIES**

- A. The CDA Agreement Manager will coordinate dates and information between CDA and the Grantee.
- B. The CDA Agreement Manager shall provide all information required to the Grantee.
- C. The CDA Agreement Manager shall communicate any additional information on grant requirements or revisions.
- D. The CDA Agreement Manager will work with Grantee to answer any question and resolve any issues regarding the work.

## **7. DISPUTE RESOLUTION**

In the event of a dispute, Grantee will discuss the problem informally with CDA's Grant Agreement Manager. If unresolved, the Grantee shall file a written "Notice of Dispute" with the CDA Grant Agreement Manager within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the CDA Grant Agreement Manager shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time, the Grantee may bring it to the attention of the Deputy Director of the Division of Home and Community Living (DHCL) at [dhcl@aging.ca.gov](mailto:dhcl@aging.ca.gov). The decision of the CDA DHCL Deputy Director shall be final. Unless otherwise instructed by the CDA Grant Agreement Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

## **8. AGENCY**

- A. In the performance of this Agreement, the Grantee and its agents, employees, and its subgrantees shall act in an independent capacity and not as officers, employees, or agents of the CDA.
- B. The Grantee is solely responsible for all activities supported by the Grant.
- C. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties.
- D. The Grantee shall not represent itself as an agent of the CDA for any purpose and has no authority to bind the CDA in any manner whatsoever.

## 9. PROMOTIONAL MATERIALS AND PUBLICATIONS

- A. The Centers for Medicare and Medicaid Services (CMS) and the California Department of Aging shall be acknowledged in all promotional materials and publications related to the CMS-funded project.
  - i. Grantees must ensure that CDA receives full credit as the funding program and that the CMS is acknowledged as the source of funds.
  - ii. Publications and information releases about the project must credit Home and Community Based Services. An appropriate statement for a publication or project press release is:
    - 1) "This [publication/project] was supported in whole or in part by the Centers for Medicare and Medicaid Services (CMS) and the California Department of Aging (CDA), and no official endorsement by the CMS or the CDA shall be inferred."
  - iii. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.

## 10. PUBLICITY OBLIGATIONS

- A. The Grantee shall notify the CDA Agreement Manager of any promotional materials or publications resulting from the award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium.
- B. Copies of all promotional materials will be provided to the CDA.
- C. The Grantee will acknowledge CMS support as noted in Section 9
- D. The Grantee agrees that the CDA may include information about this grant and its outcomes in its own annual reports, with specific reference to the Grantee, and may distribute such information to third parties.

## 11. COPYRIGHT

- A. The Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act (17 U.S.C. 101, et seq.).
- B. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by

third parties and for extending such licenses, permissions, releases, or authorizations to the California Department of Aging pursuant to this section.

- C. The CDA may upload, post, or transmit copyrighted material produced or purchased with grant funds on a California Department of Aging website for public access and viewing.

## 12. RECORDS

- A. Communications, grant related documents, data, original receipts, and invoices must be retained by the Grantee for seven (7) years beyond the final invoice date, and shall be made available to CDA upon request.
- B. The Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices.
- C. The Grantee shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to CDA for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents, and records for five years following project termination or issuance of final payment, whichever is later.
- D. The Grantee shall keep such records as CDA shall prescribe, including records which fully disclose:
  - i. The disposition of the proceeds of CDA funding assistance;
  - ii. The total cost of the project in connection with such assistance that is given or used;
  - iii. The amount and nature of that portion of the project cost supplied by other sources; and
  - iv. Any other such records that will facilitate an effective audit.
- E. The Grantee agrees that CDA shall have the right to inspect and make copies of any books, records, or reports pertaining to this Agreement or matters related thereto during regular office hours. The Grantee shall maintain and make available for inspection by CDA accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement. Such accounts, documents, and records shall be retained by the Grantee for at least five years following project termination or issuance of final payment, whichever is later.
- F. The Grantee shall use a generally accepted accounting system as outlined within the Guide.

### **13. PROJECT TERMINATION**

- A. Project Termination refers to the non-completion of a Grant scope. Any grant funds that have not been expended by the Grantee shall revert back to CDA.
- B. The Grantee may unilaterally rescind this Agreement at any time prior to commencement of the project. The commencement of the project means the date of the letter notifying Grantee of the award or when the funds are appropriated, whichever is later. After project commencement, this Agreement may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and CDA, unless the provisions of this agreement provide that mutual agreement is not required.
- C. Failure by the Grantee to comply with the terms of any legislation applicable to the grant, and/or this Agreement, specified or general, that Grantee has entered into with CDA, may be cause for suspension of all obligations of CDA until CDA determines such failure was due to no fault of the Grantee. In such case, CDA may reimburse Grantee for eligible costs properly incurred in performance of this Agreement despite non-performance of the Grantee. To qualify for such reimbursement, Grantee agrees to mitigate its losses to the best of its ability.
- D. Any breach of any term, provision, obligation or requirement of this Agreement by the Grantee shall be a default of this Agreement. In the case of any default by Grantee, CDA shall be entitled to all remedies available under law and equity, including, but not limited to: specific performance; return of all grant monies; payment to CDA of the fair market value of the project property or actual sales price, whichever is higher; and payment to CDA of the costs of enforcement of this Agreement, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
- E. The Grantee and CDA agree that if the Grant Scope includes development, final payment may not be made until the work described in the Grant Scope is complete.

### **14. SEVERABILITY**

If any provision of this Agreement or the application thereof is invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

### **15. ASSIGNABILITY**

Without the written consent of CDA, the Grantee's interest in and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part.

## **16. WAIVER**

Any failure by a party to enforce its rights under this Agreement, in the event of a breach, shall not be construed as a waiver of said rights; and the waiver of any breach under this Agreement shall not be construed as a waiver of any subsequent breach.

## **17. APPLICABLE LAW**

The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

## **18. AMENDMENTS**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No verbal understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirement and restrictions of this paragraph.

## **19. MUTUAL LIABILITY**

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgements, damages, and expenses to the extent directly caused by their officers, agents, or employees.

## **20. NON-DISCRIMINATION CLAUSE**

The Grantee agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Grantee agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. GRANT AWARD**

- A. The total amount payable to Grantee pursuant to this Agreement shall not exceed the grant award amount of FIVE HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED THIRTY-SIX DOLLARS (\$526,136).
- B. It is agreed and understood that this grant award amount is a ceiling and that CDA will only reimburse the allowable cost of services rendered or goods purchased as authorized by CDA at or below the grant award amount.

**2. EXPENDITURE OF FUNDS**

- A. The Grantee shall expend all funds received hereunder in accordance with this Agreement.
- B. The Grantee agrees to include these requirements in all contracts it enters into with subgrantees to provide services pursuant to this Agreement.

**3. ACCOUNTABILITY FOR FUNDS**

- A. The Grantee 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 Grantee and shall be maintained in accordance with Generally Accepted Accounting Principles.

**4. FINANCIAL MANAGEMENT SYSTEMS**

The Grantee shall meet the following standards for its financial management systems:

- 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).



## 5. UNEXPENDED FUNDS

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Grantee 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.

## 6. FUNDING CONTINGENCIES

### INVOICING AND PAYMENT:

- A. Grantee 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. Payments will be made to reimburse expenditures reported unless grantee pre-selects an Advance method at the time of agreement execution
- C. Grantee shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office (SCO). CDA may waive the fees on a case-by-case basis as appropriate.
- D. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the grantee, until such time as CDA determines that the financial management standards are met.
- E. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the CDA agrees to compensate the Grantee in accordance with the rates specified in section 5, Budget Detail.
- F. CDA reserves the right to refuse payment to the Grantee or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to agreement activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

### INSTRUCTIONS TO GRANTEE:

The State shall reimburse Grantee with funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:

- A. The Grantee shall submit monthly expenditures in an electronic format, utilizing the CDA online Local Finance Reporting System, no later than the last business day of each month unless otherwise specified by CDA, reporting costs and funding for the month prior.

- B. Payments will be made to reimburse monthly expenditures reported. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the Contractor of any disputed expenditures.
- C. Grantees shall notify CDA if they wish to be on a reimbursement or advanced payment.
  - 1. If Grantee requests reimbursement payment, CDA shall not advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Payments shall be based on monthly expenditure reports as outlined in this section.
  - 2. If Grantee requests an advance payment, CDA shall advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Future payments shall be based on monthly expenditure reports as outlined in this section.
- D. The Grantee shall submit timely expenditures to CDA. Late expenditures may lead to delay in payment until the following month.
- E. Upon written request by CDA, Grantee shall submit additional documentation or justification to support the reported expenditure.
- F. Grantee shall be charged \$75 per program funding source(s) 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.
  - 1. Expedite Fees
    - a. If the contract is executed late to no fault of CDA then the contractor may be liable for the incurred processing fees.
    - b. If the contract is executed late due to CDA's handling then CDA shall cover the incurred processing fees.
- G. The Grantee shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

**BUDGET CONTINGENCY CLAUSE:**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability

occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.

- C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

**PROMPT PAYMENT CLAUSE:**

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

**BUDGET DETAIL:**

- A. At the sole discretion of the CDA and for the purposes of accounting, the CDA may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the agreement price for the services actually rendered.
- B. Grantee must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Grantee fails to provide invoices within twelve (12) months of the date services are rendered, the CDA may elect to reject the invoices for payment as untimely and Grantee will be deemed to have waived any right to payment of the late invoices.
- C. Travel Reimbursement

The Grantee shall not be reimbursed for any travel-related expenses. Any and all travel shall be at the expense of the Grantee.

**EXHIBIT B, ATTACHMENT 1  
 GRANTEE BUDGET DISPLAY**

State of California				Award #:	<b>NI-2223-16</b>
California Department of Aging				Date:	<b>7/1/2022</b>
				<b>Page 1 of 1</b>	
<b>Exhibit B, Attachment 1 - Budget Display</b>					
<b>SENIOR NUTRITION PROGRAM CAPACITY AND INFRASTRUCTURE</b>					
<b>Budget Display</b>					
<b>Area 16 Agency on Aging</b>					
<b>July 1, 2022 through December 31, 2024</b>					
Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
Senior Nutrition Infrastructure	Older Adults' Recovery and Resilience Fund - Home and Community Based Services	HNIL	\$526,136	\$0	\$526,136
<b>Notes</b>					
AAAs can utilize up to 10% of the funding for Administration					
Expenditures must be reported in closeout by January 31, 2025					



# County of Inyo



## Health & Human Services - ESAAA

### CONSENT - ACTION REQUIRED

**MEETING:** October 18, 2022

**FROM:** Melissa Best-Baker

**SUBJECT:** Ratification and Approval of Contract between County of Inyo and California Department of Aging

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#### **RECOMMENDED ACTION:**

Request Board ratify and approve contract #IF-2223-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$485,725 for the period of July 1, 2022 through June 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-24 Budget, and authorize the HHS Director to sign the Standard Agreement, Information Integrity and Security Statement Certification, Contractor Certification Clause, and the California Civil Rights Laws Certification.

#### **SUMMARY/JUSTIFICATION:**

The State originally forwarded this contract to the Department in July 2022. However, there was an error in the amount provided and once the corrected contract was received from the State, the Department initiated the routing process. This allocation was presented to the Advisory Board in October and guidance was provided on how funds will be used over the next two fiscal years.

This contract includes new funding through the Older Adults Recovery and Resilience (OARR) funding received in connection to the pandemic and also includes three new project funding allocations. The three projects are the Older Californians Nutrition Program (OCNP) and intergenerational activities; Family Care Giver Support Program (FCSP) and Senior Legal Services Program.

The OCNP is an allocation of \$315,178. As with other congregate and home-delivered allocations, we will be using the agreed upon cost sharing formula to subcontract with Mono County in the amount of \$60,136. These funds are to be spent on increasing the number of older adults served with home-delivered meals. These funds are also intended to support intergenerational activities to promote the connection of older adults with children, youth, and adults through the OCNP. The OCNP portion of OARR funding may not supplant funds that would otherwise be available from other nutrition programs.

FCSP is an allocation of \$51,254. These funds are to be spent on increasing respite services to informal/unpaid family caregivers; increase caregiver outreach, awareness and engagement; and increase Caregiver Support Services by offering additional training options (such as virtual webinars, multilingual support groups, and multilingual training resources) with specialized modules on topics such as Alzheimer's, Parkinson's, Stroke, Caregiving in COVID19 era, etc. The FCSP funding is administered by Inyo County throughout the entire Planning Service Area (PSA)

Senior Legal Services is an allocation of \$119,292. These funds are to be spent on expanding existing legal services to assist older adults, and older adults with disabilities, with a variety of legal problems concerning housing, consumer fraud, elder abuse, Social Security, Supplemental Security Income (SSI), Medicare, Medi-Cal, age discrimination, pensions, nursing homes, protective services, conservatorships, and other matters. The Department will subcontract these funds with our current contract provider, California Indian Legal Services.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this contract which would prevent HHS from accessing these funds for additional services to older adults.

**OTHER AGENCY INVOLVEMENT:**

Mono County Social Services and California Indian Legal Services

**FINANCING:**

Federal funds. Total amount of this contract is \$485,725 and will be budgeted as revenue in the ESAAA Budget (683000) in the Federal revenue object code.

**ATTACHMENTS:**

1. IF-2223-16 Standard Agreement
2. Exhibits-A-B-D-E
3. Contractor Certification Clause
4. Information Integrity and Security Statement

**APPROVALS:**

Melissa Best-Baker	Created/Initiated - 9/13/2022
Darcy Ellis	Approved - 9/13/2022
Darcia Blackdeer-Lent	Approved - 9/13/2022
Anna Scott	Approved - 9/13/2022
Melissa Best-Baker	Approved - 10/5/2022
Marilyn Mann	Approved - 10/6/2022
John Vallejo	Approved - 10/7/2022
Amy Shepherd	Approved - 10/11/2022
Marilyn Mann	Final Approval - 10/11/2022

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>IF-2223-16</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

07/01/2022

THROUGH END DATE

12/31/2024

3. The maximum amount of this Agreement is:

**\$ 485,725** Four hundred eighty-five thousand seven hundred twenty-five and 00/100 dollars

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	9 pages
Exhibit A, Attachment 1	General Information	1 page
Exhibit B	Budget Detail, Payment Provisions, and Closeout	8 pages
Exhibit B, Attachment 1	Budget Display – Dignity at Home Fall Prevention	1 page
Exhibit B, Attachment 2	Budget Display – Nutrition Program & Intergenerational Activities	1 page
Exhibit B, Attachment 3	Budget Display – Family Caregiver Support	1 page
Exhibit B, Attachment 4	Budget Display – Senior Legal Services	1 page
Exhibit C*	General Terms and Conditions – GTC-4/2017*	0 pages
Exhibit D	Special Terms and Conditions	34 pages
Exhibit E	Additional Provisions	3 pages

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

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

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

**CONTRACTOR**

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

County of Inyo

CONTRACTOR BUSINESS ADDRESS 1360 North Main Street, Suite 201	CITY Bishop	STATE CA	ZIP 93514-3013
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY  
Sacramento

STATE  
CA

ZIP  
95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE  
Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

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ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Dignity at Home Fall Prevention Program

1. **Assembly Bill No. 74 (A.B. 74)** of the State of California Budget Act of 2019, Chapter 23, Appropriation 4170-101-0001, Schedule 2, Provision 4, is the enabling legislation for the Dignity at Home Fall Prevention Program.
2. **Dignity at Home Fall Prevention Program** means a program that provides grants to Area Agencies on Aging (AAAs) to provide fall and injury prevention information, education, referral services, equipment, assessments, services, materials and labor costs to the eligible service population as stipulated in Section (3) below.
3. **Eligible Service Population** means individuals who are sixty (60) years of age or have disabilities and whose adjusted household income does not exceed 80 percent of the area median income and who are at risk of falling or institutionalization. [A.B.74].
4. **Program Requirements** means A.B. 74 program requirements found in the Budget Act of 2019 and California Department of Aging Program Memoranda.
5. **Purchased Fall Prevention Services** means a variety of services including: Injury prevention information, education, referral services, injury prevention equipment, and injury prevention assessments, services, materials and labor costs.

B. Definitions Specific to the Older Californians Nutrition Program (OCNP) and Intergenerational Activities

1. **Adult** means an individual between eighteen (18) years and sixty (60) years old.
2. **Child** means an individual under eighteen (18) years old.
3. **Eligible Population** means older 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. [Older Americans Act (OAA) § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
  - a. Individuals eligible to receive a meal at a congregate nutrition site shall include the following:

ARTICLE I. PROGRAM DEFINITIONS (continued)

- 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)]
- 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 Code of Federal Regulations (CFR) 1321.69(a)].
  - ii. A spouse of a person defined 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.
4. **Intergenerational Activities** means efforts related to the planning, development, and implementation of activities and programs that bring participants of the Older Californians Nutrition Program (OCNP) together with children or adults. Mutually beneficial intergenerational activities promote greater understanding and respect between generations and also strengthen older adult's recovery and resilience from the isolation and health impacts from the COVID-19 pandemic.
5. **Older Californians Nutrition Program** means the Title III C-1 Congregate Nutrition Services and Title III C-2 Home-Delivered Nutrition Services.

## ARTICLE I. PROGRAM DEFINITIONS (continued)

6. **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)]
7. **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 DGA. [22 CCR 7135, 22 CCR 7638.7(c)]

C. Definitions Specific to Family Caregiver Support Program (FCSP)

1. **Caregiver Assessment** means a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in section 373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]
2. **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)]
3. **Eligible Service Population for FCSP** 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 of any age with Alzheimer's

ARTICLE I. PROGRAM DEFINITIONS (continued)

disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]

4. **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
  - 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)]
5. **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)]
6. **Priority Services for FCSP** 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)]

ARTICLE I. PROGRAM DEFINITIONS (continued)

- c. Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]

- 7. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).

D. Definitions Specific to Legal Assistance Services

- 1. **Legal Assistance** (a) means legal advice and representation provided by an attorney to older individuals with economic or social needs; and (b) includes – (i) to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the direct supervision of an attorney; and (ii) counseling or representation by a nonlawyer where permitted by law. See 42 U.S.C. § 3002(33). Direct legal assistance may be provided face-to-face, by telephone, or by electronic communication and includes, but is not limited to, advice and consultation, litigation, administrative representation, brief services, preparing legal documents and pro se assistance.
- 2. **Eligible Service Population** 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]
- 3. **Target Populations** specific to Legal Assistance Services are older individuals with the greatest economic and social need, with particular attention to low-income individuals, low-income minority individuals, older individuals residing in rural areas, with limited English proficiency, with severe disabilities (physical and/or mental), isolated because of sexual orientation or gender identity, at risk for institutional placement, or other isolated older individuals. [45 CFR 1321.71(c)(5)]
- 4. **Priority Legal Issues-** Area agencies on aging shall give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination. [ OAA 307.11(E)]

ARTICLE II. SCOPE OF WORK – Dignity at Home Fall Prevention Program

- A. The Contractor shall provide the following programmatic services to eligible individuals:
  - 1. Information and education about injury prevention to older adults and persons with disabilities.
  - 2. Referrals and provision of fall and injury prevention resources in eligible individuals' local communities.
  - 3. In-home environmental assessments.
  - 4. Instruction on behavioral, physical and environmental aspects of injury prevention.
  
- B. The Contractor shall purchase injury prevention equipment, services, materials and labor costs for homeowners and renters who meet eligibility requirements established pursuant to Exhibit A, Article II, Section (E) of this Agreement. Equipment, materials and services covered under the program shall include, but not be limited to the following:
  - 1. Grab bars, nonskid surfaces, toilet seat risers, shower seats, and transfer benches.
  - 2. Indoor and outdoor handrails and threshold modifications (e.g., ramps).
  - 3. Reconfiguration of furniture and other elements of the physical home environment to reduce hazards.
  - 4. Improved lighting including light fixtures, lamps and night lights.
  - 5. Medication management items (e.g., pill organizers).
  - 6. Licensed electrician services (i.e., electrical outlets installed by a licensed electrician when necessary to properly place wires that present a trip hazard).
  - 7. Unsafe flooring repair (e.g., fixing broken/uneven steps or replacing worn carpet/tread).
  
- C. To carry out the responsibilities of this Agreement, Contractor shall subcontract with local nonprofit or for-profit agencies that are experienced in injury prevention and home safety services, including, but not limited to, medical providers and hospital systems, independent living centers, and home modification providers. Contractors subcontracting with a for-profit entity are subject to the provisions in Exhibit D, Article V. Subcontracts, Section (I).

ARTICLE II. SCOPE OF WORK – Dignity at Home Fall Prevention Program (continued)

- D. Participant eligibility for the Dignity at Home Fall Prevention Program shall be limited to those who meet all the following requirements:
  - 1. Individuals with disabilities or persons 60 years of age and older.
  - 2. An adjusted household income that does not exceed 80 percent of the area median income.
  - 3. The older adult or person with a disability has fallen, is at risk for falling, or is at risk for institutionalization.
  
- E. The Contractor shall perform the following tasks to ensure the integrity of the Dignity at Home Fall Prevention Program:
  - 1. Submit a one-page description of your fall prevention program for any newly participating Contractors or an updated one-page description of your fall prevention program for all continuing Contractors.
  - 2. Conduct an intake with each potential program participant to determine eligibility for purchased fall prevention services.
  - 3. Collect and maintain program data for reporting (e.g., number of completed assessments, number of clients served, fall prevention equipment purchased, number of in-home assessments performed, quality assurance data and other forms of programmatic data.)
  - 4. Administer program evaluation and quality assurance tools, which may include but are not limited to, client satisfaction surveys and questionnaires.
  - 5. Conduct outreach to ensure the maximum number of eligible individuals participate in the program.
  - 6. Generate monthly expenditure reports and quarterly programmatic reports as required by the State.

ARTICLE III. SCOPE OF WORK – OCNP and Intergenerational Activities

- A. The Contractor shall provide the following:
  - 1. Provide meals in accordance with the OAA and California Code of Regulations (CCR).

ARTICLE III. SCOPE OF WORK – OCNP and Intergenerational Activities (continued)

2. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code.
3. Conduct services and activities that support the goal to provide more meals to more older adults and/or the goal to pursue and conduct intergenerational activities for the purpose of connecting older adults with children/adults in conjunction with the OCNP. Examples of intergenerational activities include, but are not limited, the following:
  - a. Development or maintenance of partnerships and collaborative efforts with programs serving children to foster intergenerational connections between older adults and children;
  - b. Planning, development, or implementation of shared sites with programs serving meals to children to promote intergenerational meal programs;
  - c. Planning, development, or implementation of intergenerational cooking demonstrations or classes;
  - d. Planning, development, or implementation of shared garden site and intergenerational gardening activities;
  - e. Virtual or in-person intergenerational social activities related to the C-1 or C-2 program;
  - f. Virtual or in-person adult lunch companion for C-2 participants.
4. OARR funding may be used to provide meals for participants in activities that support intergenerational connections, however, OARR funding may not supplant funds that would otherwise be available for other nutrition programs.

ARTICLE IV. SCOPE OF WORK – Family Caregiver Support Program (FCSP) Activities

- A. The Contractor shall provide the following FCSP service categories to eligible individuals [OAA 373(b)]:
  1. Information Services
  2. Access Assistance
  3. Support Services
  4. Respite Care



ARTICLE IV. SCOPE OF WORK – Family Caregiver Support Program (FCSP) Activities  
(continued)

5. Supplemental Services

- B. The Contractor shall ensure FCSP services are compliant with all OAA and CCR requirements.

ARTICLE V. SCOPE OF WORK – Legal Assistance Services

A. The Contractor shall:

1. Make legal assistance available and accessible, at no cost, throughout the PSA to the targeted groups identified in the Area Plan.
2. AAAs shall give priority to legal assistance related to the following areas:
  - a. Income.
  - b. Health care.
  - c. Long-term care.
  - d. Nutrition.
  - e. Housing.
  - f. Utilities.
  - g. Protective services.
  - h. Defense of guardianship or conservatorship.
  - i. Abuse.
  - j. Neglect.
  - k. Age discrimination.
3. Primary focus shall be the direct representation of older individuals in legal matters.
4. Include in its bid proposal the specific techniques to be used to make potential clients aware of the legal assistance that will be provided.
5. All attorneys providing legal assistance must be licensed and in good standing to practice law in the State of California and shall carry malpractice insurance. Legal assistance may be provided by law students or paralegals only under the direct and regular supervision of a licensed attorney.
6. Funds received shall be used to maintain and/or increase the level of legal assistance furnished to older individuals. Funds shall not be used to supplant funds from other federal or non-federal sources.



ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement, no later than December 31, 2024.
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  
<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

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

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

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

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.
2. Financial Management Systems: The Contractor shall meet the following standards for its financial management systems:
  - a. Financial Reporting.
  - b. Accounting Records.
  - c. Complete Disclosure.

ARTICLE I. FUNDS (continued)

- 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 through the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

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

ARTICLE I. FUNDS (continued)

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. [45 CFR 75.305 (b)(9)]
- 2. Interest earned on advances of federal funds shall be identified as non-match cash.
- 3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [45 CFR 75.305 (b)(8)]
  - a. The Contractor receives less than \$120,000 in federal awards per year.

ARTICLE I. FUNDS (continued)

- 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 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 part of Exhibit B.
- B. The Budget must set forth in detail the items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items under this Agreement:
  - 1. Personnel Costs. For each personnel classification, monthly, weekly, or hourly rates, as appropriate together with the percentage of time to be charged to this Agreement and personnel classifications.
  - 2. Fringe Benefits
  - 3. Consultant costs – subcontract and consultant cost detail
  - 4. Indirect costs - costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost
  - 5. Rent
  - 6. Supplies
  - 7. Equipment/Property - detailed descriptions and total 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.

ARTICLE II. BUDGET AND BUDGET REVISION (continued)

10. Training.
11. Other Costs - a detailed list of other operating expenses.
12. Specific to Fall Prevention: Purchased Fall Prevention Services –injury prevention information, education, referral services, injury prevention equipment, and injury prevention assessments, services, materials, and labor costs, as stated in Exhibit A, Article II of this Agreement.
13. Specific to Family Caregiver Support: Purchased family caregiver support services as allowable under the Older Americans Act.
14. Specific to Senior Legal Services:
  - a. Purchased legal services as allowable under the Older Americans Act- legal advice, counseling and/or representation by an attorney or other person acting under the supervision of an attorney.
  - b. Hiring incentive for Legal Services personnel.

ARTICLE III. PROGRAM SPECIFIC FUNDS

- A. Program Income  
No Program Income is required under the terms and conditions of this agreement.
- B. One-Time-Only (OTO) Funds  
No One-Time-Only funding is associated with the terms and conditions of this agreement.
- C. Matching Contributions  
No match is required under the terms and conditions of this agreement.
- D. Administration  
Contractor Administration shall be no more than ten percent (10%) of the total program allocation.
- E. 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. To request approval for specific equipment items, requests with

## ARTICLE III. PROGRAM SPECIFIC FUNDS (continued)

justifications shall be sent to [cdaequipment@aging.ca.gov](mailto:cdaequipment@aging.ca.gov). Such items must also be included in Contractor's approved budgets. Please note an approved budget is not approval for equipment purchase.

F. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment, unless there is an accepted negotiated rate. [45 CFR 75.414 (c) (1) and (f)]. Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category.
2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [45 CFR 75.414(a)]

## ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The original Contract budget is due electronically to the Contractor's CDA Local Finance Analyst no later than thirty (30) days from the date of the transmission of the Budget Display and Contract.
- B. The final date to submit a revised budget shall be no later than sixty (60) days prior to the end of the Contract period unless otherwise specified by CDA.
- 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 Exhibit B above.



## ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (continued)

- D. 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.
- E. Categorical Budget Transfers  
The Contractor may transfer contract funds between budget categories (Direct Costs, Administration, Indirect Costs and Contractual Costs) under the following terms and conditions:
1. The Contractor shall submit a revised budget to CDA when one or the cumulative categorical budget transfers exceeds twenty-five percent (25%) of the total budget.
  2. The Contractor shall maintain a written record of all budget changes and clearly document all budget changes. Such 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 of the Contractor.

## ARTICLE V. PAYMENTS

The State shall reimburse Contractor with Dignity at Home Fall Prevention, Older Californians Nutrition Program and Intergenerational Activities, Family Caregiver Support, and Senior Legal Services funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:

- A. The Contractor shall submit monthly expenditures in an electronic format, utilizing the CDA online Local Finance Reporting System, no later than the last business day of each month unless otherwise specified by CDA, reporting costs and funding for the month prior.
- B. Payments will be made to reimburse monthly expenditures reported. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the Contractor of any disputed expenditures.
- C. Contractors shall notify CDA if they wish to be on a reimbursement or advanced payment.
1. If Contractor requests reimbursement payment, CDA shall not advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Payments shall be based on monthly expenditure reports as outlined in this section.

ARTICLE V. PAYMENTS (continued)

2. If Contractor requests an advance payment, CDA shall advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Future payments shall be based on monthly expenditure reports as outlined in this section.
- D. The Contractor shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.
- E. Upon written request by CDA, Contractor shall submit additional documentation or justification to support the reported expenditure.
- F. Contractor shall be charged \$75 per program funding source(s) 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.
  1. Expedite Fees
    - a. If the contract is executed late to no fault of CDA then the contractor may be liable for the incurred processing fees.
    - b. If the contract is executed late due to CDA's handling then CDA shall cover the incurred processing fees.
- G. The Contractor shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

ARTICLE VI. CLOSEOUT

- A. Separate Financial Closeout Reports for Dignity at Home Fall Prevention, Older Californians Nutrition Program and Intergenerational Activities, Family Caregiver Support, and Senior Legal Services funding and the Program Property Inventory Certification (CDA 9024) shall be submitted when either the total contract allocation has been expended, or 30 days after the expiration of this Agreement, whichever is earlier.
- B. 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.

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.

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 Americans 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 Americans 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.

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]

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



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.

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, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California 95833.

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,

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 (RFP) 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]
  - 4. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356]

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.

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. The reconciliation of the CDA Closeout to the Contractor general ledger must be submitted with the CDA Closeout package.
- 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.

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

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)

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  
2880 Gateway Oaks Drive, Suite 200  
Sacramento, California 95833
    - 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

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.

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

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.



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

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.

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 a Std. 204 form to [AAAcontactinfo@aging.ca.gov](mailto: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, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. 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. Contractor shall submit to CDA changes to Contractor's legal name, main address, Director, or any key staff to be added or removed from the distribution list by submitting a Contact Report to [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov). You may request the Contact Report by emailing [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov).

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

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.



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,

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:

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]

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. The Contractor shall assure that the following conditions are met:
1. Services shall be provided only to eligible participants of the Dignity at Home Fall Prevention Program, Older Californians Nutrition Program (OCNP)/Intergenerational Activities, Family Caregiver Support Program (FCSP), and Legal Services as defined in Exhibit A.
  2. Funds made available under this Agreement shall supplement, not supplant, any federal, State, or local funds expended by a State or unit of local government to provide fall prevention services.
  3. For the OCNP, FCSP, and Legal Services, 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 services covered in this agreement shall not use means tests.
    - b. Any 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 services covered in this agreement 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.
  4. Funds made available under this Agreement 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 OAAPS.

5. Funds made available under this Agreement shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services’ Kinship Support Service Programs, the California Community Colleges’ Foster and Kinship Care Education Programs, the Department of Developmental Services’ Regional Centers, the California Caregiver Resource Centers, and other Title III funded providers.

## ARTICLE II. SUBCONTRACTS

The Contractor shall ensure that the subcontractor’s selection process is based upon equitable criteria that provides for adequate publicity, screens out unqualified subcontractors, and awards contracts to the lowest responsible and responsive bidder(s).

- A. Subcontracts shall require all subcontractors to report immediately in writing to the Contractor any incidents of fraud or abuse to program participants, in the delivery of services, or in subcontractors’ operations.
- B. The Contractor shall require all subcontracts to comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate requirements in Exhibit F, as it relates to services rendered.
- C. The Contractor shall make timely payments to its subcontractors under this Agreement.

## ARTICLE III. REPORTING PROVISIONS

- A. The Contractor shall submit reports to the State for all programs as follows on a format prescribed by CDA, and will assure that all submitted data is complete, accurate, and verifiable to the best of their knowledge.
  1. Quarterly, the Contractor shall electronically submit the following service level data elements for all programs:
    - a. Number of service units delivered
    - b. Number of persons served
    - c. Total expenditure amount
    - d. Any additional reporting elements as specified for each program

2. The Contractor shall electronically submit data as instructed by CDA using the due dates as indicated below:

Table 1-Data 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

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](mailto:DataTeam.Reports@aging.ca.gov)), a written explanation including the reasons for the delay and the estimated date of submission.

4. Fiscal Closeout Report

As part of the closeout procedures for this contract, the Contractor shall submit a closeout package. CDA will transmit specific closeout instructions, including the Closeout Report due date, under separate cover.

B. Reporting requirements specific to OCNP/Intergenerational Activities

1. In addition to the data elements found in Section A, the contractor shall submit a brief narrative describing any successes and challenges of the program as instructed by CDA.

C. Reporting requirements specific to Family Caregiver Support Program

1. In addition to the data elements found in Section A, the contractor shall submit a brief narrative describing any successes and challenges of the program as instructed by CDA.

D. Reporting requirements specific to Dignity at Home Fall Prevention Program

1. In addition to the data elements found in Section A, the Contractor shall submit a brief narrative describing any successes and challenges of the program as instructed by CDA.

E. Reporting requirements specific to Legal Services

1. In addition to the data elements found in Section A, the Contractor shall submit a brief narrative describing any successes and challenges of the program as instructed by CDA.

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

## CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,



2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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



**In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:**

**ACKNOWLEDGE:**

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

**MEET THE FOLLOWING REQUIREMENTS:**

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at [https://aging.ca.gov/Information\\_security/](https://aging.ca.gov/Information_security/) within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contractor/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF AGING  
**INFORMATION INTEGRITY AND SECURITY STATEMENT**  
CDA 1024 (REV 03/2020)



**CERTIFY:**

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

Is in full compliance with the 128 Encryption requirements.

Is not in compliance with the 128 Encryption requirements and will achieve compliance by \_\_\_\_\_.

**I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.**

---

Contractor/Vendor Printed Name and Title

---

Contractor/Vendor Signature

---

Date

---

CDA Program/Project

---

Contract Number



# County of Inyo



## Health & Human Services - Social Services

### CONSENT - ACTION REQUIRED

**MEETING:** October 18, 2022

**FROM:** Anna Scott

**SUBJECT:** Sole-Source Contract Between the County of Inyo and Thurmond Consulting, Inc.

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#### **RECOMMENDED ACTION:**

Request Board: A) declare Thurmond Consulting, LLC of Sacramento, CA a sole-source provider; B) ratify and approve the contract between the County of Inyo and Thurmond Consulting, LLC of Sacramento, CA for the provision of Continuum of Care Grants Management consulting services in an amount not to exceed \$42,000 for the period of July 1, 2022 through June 30, 2023, and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### **SUMMARY/JUSTIFICATION:**

This item is coming before your board as a ratification due to the turbulence resulting from the unexpected transition of the CoC Collaborative Applicant responsibilities to HHS late in FY 21/22 and the need for the Department to quickly initiate funding applications on behalf of the regional partners. Scope of Work details were modified several times in July and August to reflect the full scope of consultation services provided by the contractor.

The Health and Human Services Department has been working with State and Federal housing authorities, including Housing and Urban Development (HUD) and the California Interagency Council on Homelessness (Cal ICH), to transition the responsibility of the Eastern Sierra Continuum of Care Collaborative Applicant and Coordinated Entry system roles from Inyo Mono Advocates for Community Action (IMACA) to HHS. This process was initiated on an emergency basis due to significant fiscal challenges faced by IMACA, and required HHS to quickly become familiar with the requirements of several grants and systems in order to maintain compliance, and to ensure minimal disruption to clients who are receiving services to prevent or mitigate homelessness.

Near the end of the 2021-2022 fiscal year, the ESCOC was faced with a looming deadline to apply for Homeless Housing, Assistance and Prevention (HHAP) round 3 funding that would be available to Inyo, Mono, and Alpine counties. The funding application required that the CoC conduct a community assessment and develop a Local Housing Action Plan that would require coordination and integration with the Housing and Homelessness Incentive Program administered by the CA Department of Health Care Services via the Managed Medi-Cal plans that serve each county, CA Health and Wellness, and Anthem Blue Cross. Due to the very short timeline, California Health and Wellness secured Thurmond Consulting LLC to assist with the development of the LHAP and the HHAP 3 application.

Thurmond Consulting continued to work with HHS and ESCoC members through the summer of 2022 to

complete the timely submission of the HHAP round 3 application and is available to provide additional technical assistance to allow HHS to apply for other funding streams available to the CoC. HHS is requesting a sole source contract due to Thurmond Consulting's experience with the ESCOC and other rural CoCs in California, and availability to begin services immediately. Also, securing this contract in a timely manner is essential given the funding application deadline for the FFY 2022 CoC planning grant offered by HUD.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could chose to not approve this contract, which could result in the Department missing opportunities to secure local and regional grant funding for homeless services.

**OTHER AGENCY INVOLVEMENT:**

Mono County Social Services, Mammoth Lakes Housing, California Indian Legal Services, and Wild Iris

**FINANCING:**

Federal funds. This contract is budgeted in Continuum of Care (055900) in Professional Services (5265). No County General Funds.

**ATTACHMENTS:**

1. Thurmond Consulting FY 22-23 Contract

**APPROVALS:**

Darcy Ellis	Created/Initiated - 10/5/2022
Anna Scott	Approved - 10/5/2022
John Vallejo	Approved - 10/5/2022
Amy Shepherd	Approved - 10/11/2022
Marilyn Mann	Final Approval - 10/11/2022

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Thurmond Consulting, LLC.

**FOR THE PROVISION OF** COC Grants Management and COC Coordination **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the COC Grants Mgmt. and COC Co services of Thurmond Consulting, LLC. of Sacramento, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2022 to June 30, 2023 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Forty-Two thousand dollars and zero cents Dollars



(\$42,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

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

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

**7. COUNTY PROPERTY.**

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

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

**8. INSURANCE.**

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

**9. STATUS OF CONTRACTOR.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

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

Contractor:	
<u>Thurmond Consulting, LLC.</u>	Name
<u>2121 Natomas Crossing Ste# 200-288</u>	Address
<u>Sacramento, CA 95834</u>	City and State

**24. ENTIRE AGREEMENT.**

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

////

////

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Thurmond Consulting, LLC.  
FOR THE PROVISION OF COC Grants Management and COC Coordination SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

By: Scott Thurmond  
Signature

\_\_\_\_\_  
Print or Type Name

Delrick Scott Thurmond  
Print or Type Name

Dated: \_\_\_\_\_

Dated: 7/29/2022

APPROVED AS TO FORM AND LEGALITY:

County Counsel

\_\_\_\_\_  


APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Caron Holmberg  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Thurmond Consulting, LLC  
FOR THE PROVISION OF COC Grants Management and COC Coordination SERVICES**

**TERM:**

**FROM:** July 1, 2022      **TO:** June 30, 2023

**SCOPE OF WORK:**

Facilitate the Continuum of Care (CoC) Program Competition grant application:

- Upon receipt of the Notice of Funding Availability for the CoC Planning Grant, initiate planning meetings with County
- Work with County to ensure that the CoC Competition and Ranking Tool are announced to potential local applicants.
- Write and submit the Eastern Sierra Continuum of Care Consolidated Application and Priority listing.
- Write the Eastern Sierra Continuum of Care (ESCoC) Planning Grant Application and submit to Eastern Sierra CoC for approval
- Work with County to ensure ESCoC Planning Grant Application is posted publicly prior to submission
- Submit the ESCoC Planning Grant Application by 9/30/22

Submit grant invoicing and reporting for the following grant programs:

- Quarterly submission of Homeless Housing, Assistance, and Prevention Program (HHAP) rounds 1-4 to the California Interagency Council on Homelessness (Cal ICH)
- Submission of Annual Performance Report (APR) for CoC Planning Grant in SAGE reporting system

Provide input to agenda and discussion items for monthly ESCoC board meetings to the HHS Director at least five days prior to the scheduled ESCoC meeting

Participate in scheduled ESCoC meetings

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Thurmond Consulting, LLC.

**FOR THE PROVISION OF** COC Grants Management and COC Coordination **SERVICES**

**TERM:**

**FROM:** July 1, 2022

**TO:** June 30, 2023

**SCHEDULE OF FEES:**

Contractor shall invoice in accordance with Section 3.E. Billing and Payment \$3,500 per month, for a total amount not to exceed \$42,000.



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Thurmond Consulting, LLC  
FOR THE PROVISION OF COC Grants Management and COC Coordination **SERVICES****

**TERM:**

**FROM:** July 1, 2022

**TO:** June 30, 2023

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment \_\_: 2022 Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder 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 separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Provision may be waived with signed letter on contractor’s letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.
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. May be waived with signed letter on contractor’s letterhead certifying that contractor has no employees.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate. Check with Risk Management if Professional Liability is required for the contract to which these requirements are attached.
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of 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, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Professional liability or general liability may be endorsed to include cyber coverage.

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 \_\_: 2022 Insurance Requirements for Professional Services**

**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.

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

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

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

**Self-Insured Retentions:** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

## Attachment \_\_: 2022 Insurance Requirements for Professional Services

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

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

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

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

-end-



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** October 18, 2022

**FROM:** Elsa Fitch

**SUBJECT:** Consultant Contract with Etchemendy Engineering, Inc. for the Inyo County Courthouse HVAC Upgrade Design Project

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#### RECOMMENDED ACTION:

Request Board approve and award the contract for Engineering Consultant Services for the Inyo County Courthouse HVAC Upgrade Design Project to Etchemendy Engineering, Inc. of Reno, NV in an amount not to exceed \$155,500.00, and authorize the Chairperson to sign, contingent on all appropriate signatures being obtained.

#### SUMMARY/JUSTIFICATION:

In January 2021 the Great Basin Unified Air Pollution Control District (GBUAPCD) took action to provide block grants to each of the four agencies with membership on the District Board for projects that reduce air pollution. The Board of Supervisors approved the nomination of the Inyo County Courthouse HVAC Upgrade Design Project (part of a larger construction scope) as a project that fit the GBUAPCD requirements.

The Inyo County Courthouse HVAC Upgrade Design Project requires a qualified engineering / design consultant to advise the County on the Courthouse heating and cooling systems, reducing the overall energy usage and pollution created by heating and cooling the Courthouse, and removing temporary heating and window-mounted cooling solutions. The Consultant will be knowledgeable of innovative solutions that may include PV Solar, Variable Refrigerant (VRF), traditional HVAC, or other systems that will best serve this historic building and improve the efficiency thereof. To accommodate project costs, Inyo County requested a phased solution design that may be built / installed in discrete stages as necessary.

A Request for Proposals for Engineering Consultant Services was advertised to interested consultants in the Inyo County Courthouse HVAC Upgrade Design Project in August - September 2022.

Two proposals were received from the following Consultants:

Wilson & Company of San Bernardino, CA  
Etchemendy Engineering, Inc. of Reno, NV

Etchemendy Engineering, Inc. was chosen by a proposal review committee as the top ranked consultant for the

project. Project work will begin as soon as the contract is fully executed with the Design work scheduled to be completed by April 2023. The not-to-exceed amount of \$155,500.00 includes \$129,500.00 for Design services and \$26,000 for Construction Administration services. If an increase to the estimated project cost is expected, request for approval of the increase will be made in writing by the Consultant to the County prior to incurring the increase, and sent to the Board for approval. Any increase would be effective only by written amendment to the Contract.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The Board approved the nomination of the Inyo County Courthouse HVAC Design / Upgrade Project as part of the CAPP II Funding allocation in 2021.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this contract with Etchemendy Engineering, Inc. and instruct Public Works to re-advertise the RFP. This is not recommended as a qualified consultant is necessary for advancing this project to and through the design and construction phases.

**OTHER AGENCY INVOLVEMENT:**

Great Basin Unified Air Pollution Control District (GBUAPCD)

**FINANCING:**

This project is budgeted in the Deferred Maintenance Budget 011501 object code 5640 Structures and Improvements.

**ATTACHMENTS:**

1. Inyo Courthouse RFQ with Cost
2. Inyo County Courthouse HVAC Upgrade Design - Contract 151
3. Insurance Requirements

**APPROVALS:**

Elsa Fitch	Created/Initiated - 10/11/2022
Elsa Fitch	Approved - 10/11/2022
Darcy Ellis	Approved - 10/11/2022
Elsa Fitch	Approved - 10/11/2022
Keri Oney	Approved - 10/11/2022
John Vallejo	Approved - 10/12/2022
Amy Shepherd	Approved - 10/12/2022
Michael Errante	Final Approval - 10/12/2022



Elsa Fitch  
Inyo County Department of Public Works  
168 N. Edwards Street / PO Drawer Q  
Independence, CA 93526

Ms. Fitch,

We offer the following proposal for the HVAC work at the Inyo County Courthouse.

The Inyo County Courthouse is a building rich in the history of the county, standing tall as a pillar of the county in Independence, CA. Inyo County is interested in adding cooling to the building in an effort to increase occupant comfort while maintaining as much of the historical presence of the building. In doing so Inyo County is requesting the installation of a modular, mini-split, style HVAC system to provide optimal control capabilities while limiting the infrastructure impacts on the building. As requested in RFP, EEI's services for the project will include project management of the design efforts, initial studies to determine the parameters for the final design, environmental studies and documentation as required, design of the HVAC installation and included sub-trades, plans and specifications for competitive bidding and construction administration including in office submittal and RFI review as well as periodic visits to the site to inspect construction progress.

It has been our pleasure to provide designs for the Jail and Annex Building in Independence, for Inyo County. We look forward to continuing our relationship with the Inyo County and providing our services wherever possible.

## Firm Representation for Inyo County

### Point of contact

Brandon Etchemendy  
10597 Double R Blvd  
Reno, Nevada 89521  
Phone: (775) 853-1131 ext. 221  
Fax: (775) 852-2352  
[betchemendy@eei-nv.com](mailto:betchemendy@eei-nv.com)  
[www.eei-nv.com](http://www.eei-nv.com)

The following proposal has been prepared for Inyo County in response to the "Request for Proposals for Engineering Consulting Services for the Inyo County Courthouse HVAC Upgrade design project Phase 1 (County Project ZP22-002).

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Brandon Etchemendy PE



## Executive Summary

Etchemendy Engineering Inc. was founded in 2011 by Brandon Etchemendy to provide top quality mechanical engineering services to the construction industry. Etchemendy Engineering Inc. PC (EEI) prides itself on providing clients with exceptional representation and knowledge for projects of any size. In today's intricate world of construction, solutions can become very complex and overwhelming, we strive for simple solutions that meet every need of each project and client. EEI is located in Reno, Nevada and provides mechanical engineering services in Nevada, California, Arizona, Washington, Oregon, Florida, and North Dakota. Mr. Etchemendy has provided his expertise to the construction industry for the past 25 years with experience ranging from \$85 million commercial properties to small residential additions. EEI has completed a variety of HVAC addition/replacement projects for Inyo County, Washoe County School District, State of Nevada and Carson City School District. With such a diverse collection of experience, EEI has structured its operations to afford proper attention to every project as they are equally important to us and each of our clients.

EEI provides mechanical engineering services to private owners, contractors, government agencies and industrial clientele. Services range from conceptual development and continue on through commissioning of completed systems. Our engineers provide personalized representation to each of our clients while actively spearheading and developing the project at hand. Conceptual planning, full project design, cost estimation, construction administration, construction management, energy audits, energy retrofits, LEED designs, and accreditation are all tasks accomplished by our experienced staff. As a matter of practice, we engross ourselves in our work, making every effort to view the project from the perspective of the engineer, owner, and contractor. By doing so we are able to develop the best overall solution while maintaining constructability, maintainability, financial feasibility, and operational simplicity.

As a small company focused on practical solutions with in-depth client involvement, EEI's employees provide whole services to each project. This comprehensive understanding of each project and client, affords EEI the ability to provide exemplary results each and every time, all the while maintaining an economical solution to your mechanical engineering needs. EEI's staff remains on the cutting edge of the mechanical engineering industry, both technologically and educationally. By utilizing the newest software, modeling programs, codes and design standards we ensure conformance to contemporary practices. Our engineering approach remains on the forefront by fulfilling thirty hours of continuing education every two years and our LEED accredited professionals complete 30 hours of continuing education every three years.





## Qualifications

### **Design Philosophy**

In today's intricate world of construction, solutions can become very complex and overwhelming, we strive for simple solutions that meet every need of each project and client. EEI has structured its operations to afford proper attention to every project as they are equally important to us and each of our clients. Our engineers provide personalized representation to each of our clients while actively spearheading and developing the project at hand. Conceptual planning, full project design, cost estimation, construction administration, construction management, energy audits, energy retrofits, LEED designs, and accreditation are all tasks accomplished by our experienced staff. As a matter of practice, we engross ourselves in our work, making every effort to view the project from the prospective of the engineer, owner, and contractor. By doing so we are able to develop the best overall solution while maintaining constructability, maintainability, financial feasibility, and operational simplicity. As a small company focused on practical solutions with in-depth client involvement, EEI's employees provide whole services to each project. This comprehensive understanding of each project and client, affords EEI the ability to provide exemplary results each and every time, all the while maintaining an economical solution to your mechanical engineering needs.

### **Innovative and Sustainable Design Concepts**

As a company lead by a LEED accredited professional it is our practice to approach each project from a sustainable standpoint. We find sustainability in simplicity; not every project can be accomplished by the simplest solution, but we will strive on every project to develop the simplest feasible solution that meets every need of each project and client. Beyond simplicity, our designs incorporate features like low flow water fixtures, high efficient (low energy consumption) HVAC systems, improved interior environments featuring increased comfort and controllability.

### **Tools**

EEI utilized the newest design and office software as well as modeling programs to assist in our work product. On projects we routinely use Carrier's Hourly Analysis software to generate in-depth building load analyses and life cycle costing studies. Design work is completed utilizing the latest versions of Autodesk Autocad and Revit depending on the project needs. Much of our work is now being completed in Autodesk Revit, working in concert with the other design team members to develop a coordinated building model; increasing coordination and clash detection in the design phase. Our front-end documents and calculations regularly employ Microsoft Word, Excel, ComCheck and ResCheck energy compliance tools and occasionally Manual J load analyses.

### **Firm**

At EEI we have always prided ourselves in our uniqueness in the field. With a balance of experience and youth we provide a hustle rooted in expediently meeting every need of each project and client. Care for, and quality of, work product is always our highest priority; we work to do it better and faster than our peers. Outside of construction design we also provide cost estimation, life-cycle cost analyses, construction administration, construction management, energy audits and energy retrofits.

### **Construction Approach**

EEI has been part of school projects bid and built under both Construction Manager at Risk (CMAR) and design, bid, build approaches. We have found the success of each is largely



dependent on the project team members, their motivations to provide the client a quality project at a reasonable cost, and the lines of communication. Design, bid, build has the opportunity to bring a project in at the lowest cost by virtue of competition. CMAR can, and should, reduce complications during the construction of projects due to contractor involvement early on in the design process; reducing complication hopefully reduces project cost. Where oversights occur in either approach, they both have opportunity for discord; it is at that point that the team members motivations for the project become important. It is always EEL's prime motivation to work with the project team members to provide the end user the product they deserve regardless of the construction approach or complications that may arise.



## Brandon Etchemendy, PE, LEED AP BD+C Principal

### Experience

Employed in the Mechanical Engineering Industry Since 1997

### Education

Bachelor of Science in Business Administration – Major in  
Information Systems  
University of Nevada, Reno, 2003

### Registration

Professional Engineer – Nevada, California, Arizona, Washington,  
Oregon, North Dakota  
LEED Accredited Professional in Building Design and Construction  
(AP BD+C)

### Professional Associations

ASHRAE – American Society of Heating, Refrigeration and Air-  
Conditioning Engineers  
ASHRAE – Past Chapter President.

### Credentials

Mr. Etchemendy has been working in the mechanical engineering field since 1997 years during which time he completed his BS in Information Systems and his professional registration. 15 years were all at Aspen Engineering working under mechanical and electrical engineers and designers. Mr. Etchemendy began his career as a production employee, continually advancing in his trade. Working his way from a draftsman as well as working directly under electrical engineers has provided him a unique insight into the multifaceted design process. The most present 5 years of experience Mr. Etchemendy has been president of Etchemendy Engineering Inc. PC. Because of this expansive experience he is able to provide his clients with the finest design skills along with his excellent engineering prowess. Mr. Etchemendy has been involved in every aspect of mechanical engineering and design including, but not limited to, design, energy modeling, specification writing, cost estimation, construction administration, construction management, owners' representation, energy modeling and energy retrofits.

Mr. Etchemendy provides his clients with unique, well represented projects supported by clear and concise leadership, delivering a quality final product every time.





## Bryan Tilton, PE Project Engineer

### Experience

Employed in the Mechanical Engineering Industry Since 1997

### Education

Bachelor of Science in Engineering – Major in Mechanical Engineering  
University of Nevada, Reno, 2004

### Registration

Professional Engineer – Nevada, Florida

### Professional Associations

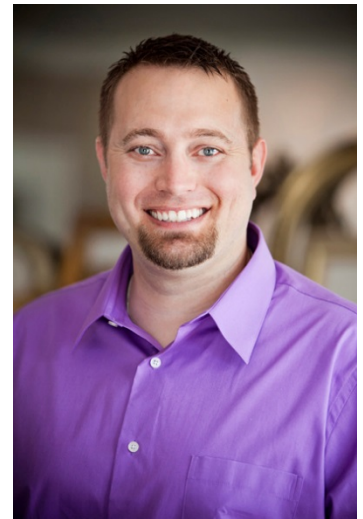
ASHRAE – American Society of Heating, Refrigeration and Air-Conditioning Engineers

ASHRAE – Past Chapter President.

### Credentials

While attending the University of Nevada Reno, Mr. Tilton gained experience in the mechanical engineering industry working at Aspen Engineering. Upon graduation Mr. Tilton was promoted to Project Manager where he excelled in design and supervision of projects. Bryan began his career as a production employee, continually advancing in his trade; working his way from draftsman to his current position as project engineer. Mr. Tilton has been involved in every aspect of mechanical engineering and design including, but not limited to, design, energy modeling, specification writing, cost estimation, construction administration, construction management, owners' representation, energy modeling, and energy retrofits. Experience from an entrance level drafting position up to engineering/project supervision has provided him a well-versed position from which all Bryan's designs are derived.

Mr. Tilton prioritizes his clients, ensuring they and their project receives the attention and expertise it deserves. In doing he assures any and all concerns you may have will be handled quickly, accurately, and with the utmost confidence.

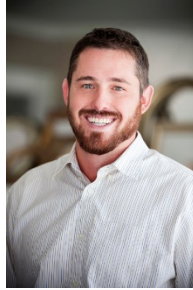




## Firm Organization

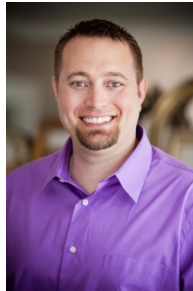
Brandon Etchemendy, PE, LEED AP BD+C

Principal



Office  
Management

Bryan Tilton, PE  
Project Engineer



Project Manager  
Stacey Estes EI

Production Personnel



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## Subconsultants

### Structural Engineering

#### **Tectonics Design Group**



Barrett Donovan, SE, LEED AP  
730 Sandhill Road, Suite 250  
Reno, Nevada 89521  
Direct: (775) 473-9914 |  
Office: (775) 824-9988 x10  
[barrett@tdg-inc.com](mailto:barrett@tdg-inc.com)

### Architecture

#### **Tectonics Design Group**



Barrett Donovan, SE, LEED AP  
730 Sandhill Road, Suite 250  
Reno, Nevada 89521  
Direct: (775) 473-9914 |  
Office: (775) 824-9988 x10  
[barrett@tdg-inc.com](mailto:barrett@tdg-inc.com)

### Electrical Engineering



#### **JP Engineering**

James Solaro, PE  
Electrical & Fire Protection Engineer  
10597 Double R Blvd, #1  
Reno, Nevada 89521  
P: 775.852.2337  
F: 775.852.2352  
[james@jpengnv.com](mailto:james@jpengnv.com)



## Technical Approach and Methodology

### **Project Approach**

Allotting adequate resources to a design project is a key factor in success. From the project engineer to the production personnel, attention to detail is paramount and time must be allocated to accomplish the task. Estimating construction costs is similar to determine design time necessary to complete a project; each require a firm understanding of the work to be completed complexity of the task at hand. In doing each, EEI breaks down projects in order to estimate the efforts necessary in the design and construction portions of a project. From a design standpoint, this helps ensure we devote adequate resources, in our office, as well as hire the necessary consultants for project success. From a construction standpoint it helps us determine the intricacies of each project so we can better document them in our design and estimate the associated costs of construction.

In cost estimation, EEI uses a combination of estimating software, we use RS Means, and a database of historical data, to complete our assessments. The current financial environment in Northern Nevada, and much of the country, is causing regular increases in product and labor costs. We make a concise effort to stay up to date with these increases in an effort to better estimate project costs for our clients.

Internally, EEI has regular meetings with all of our team members to review current project status and commitments and how best to employ our resources. We are small company, that operates as much like a family as a traditional company. Everyone is ready to jump in, whenever available, to assist in all of our project's success. Regular staff meetings and open lines of communication ensures we are maximizing our efforts and efficiency. Project directions have a tendency to morph as they develop, sometimes changing or increasing the scope. Again, our constant communication allows us to adjust and reassign resources to ensure we can adapt to the constant changes occurring in project design.

### **Construction Administration**

Following a project through the construction process is essential to it's success. Submittal review, construction meetings, and site visits help to ensure the construction follows the intent of the initial design. Unforeseen conditions come up on nearly every project, the design consultants involvement in construction can provide an additional outlook to keep the project inline with the initial intent.

The submittal process is an opportunity for the construction and design team members to review the intent of the design, along side the products being provided, to ensure the products and construction details, will meet the project needs.

Site visits allow the design and construction teams, with the owner, to collaborate and work in unison, developing a quality final product. A design team's presence on site allows verification that the work is being completed as intended, misunderstanding to be cleared up quickly and inevitable issue be properly addressed. Site visit frequency is determined based on the complexity of the project but at a minimum we should be onsite for a preconstruction kickoff and during the project final closeout. As the amount of work, or intricacy, increases the number of site visits will be increased. Traditionally EEI will have the key member of our team in charge of management for the project complete the site visits as they are the most familiar with the ins and



outs of the work. Additionally, we like to try and get the designers included in the visits to glean additional project specific information as well as better their understanding of the process.

Project meetings are also an integral part of every project's success. In the case of meetings, it allows the design team members, and the owner, to collaborate and work in unison, developing a quality design. Face to face interaction helps to spur conversations and design coordination that may be lost otherwise. Meeting frequency is determined based on the complexity of the project, but certainly meeting at project kickoff and approaching the design completion are crucial points for the team to meet. As the amount of work, or intricacy, increases the number of meetings will be increased. Traditionally EEI will have the engineer of record and team member in charge of management for the project, at the project meetings as they are responsible for all aspects of the project design.

### **Approach to Issues:**

We understand the Inyo County has a variety of lenses that this HVAC addition project will be viewed from; adding cooling to the building while improving the energy performance of the building and reducing overall pollution, maintaining the historical presence of the building, providing adequate controllability to the building. Each lens posing a unique set of challenges needing addressed by the design team. Our engineers provide personalized representation to each of our clients while actively spearheading and developing the project at hand. Conceptual planning, full project design, cost estimation and construction administration. As a matter of practice, we engross ourselves in our work, making every effort to view the project from the perspective of the engineer, owner, and contractor. By doing so we are able to develop the best overall solution while maintaining constructability, maintainability, financial feasibility and operational simplicity.

### **Obstacles**

Head on. We find the best way to approach obstacles or unforeseen conditions head on to ensure they are out in the open, addressed properly and expediently.

### **Relationships**

EEI's first responsibility will always be to represent Inyo County Capitol Projects division and Inyo County. We will do so in a professional and cooperative manner. In the phases of design, we frequently will hear requests and/or concerns from different staff members within the Inyo County. Those requests will be noted but always discussed with the appropriate members of Capital Projects and the County to determine what if anything falls within the project scope. In the case of construction, EEI's first responsibility will always be to represent Inyo County's Capital Projects division and Inyo County. We find it invaluable to work closely and cooperatively with the contractors to ensure a quality final product, but that cooperation must not comprise the result due to the district.

### **Staffing Levels**

EEI will devote staff to each project as needed to complete the task properly in the timeframe allotted. Inyo County can EEI will utilize efforts from a mixture of, or the full array of, Brandon Etchemendy PE, Bryan Tilton PE, Stacey Estes EI, and drafting personnel as needed.





## Representative List of Projects

### UNR Facilities Maintenance Building Renovation

University of Nevada Reno

Reno, NV

Completed March 2019

#### Contact

Barrett Donovan

Tectonics Design Group

#### Project

The design of a renovated 18,500 +/- square foot, \$3,900,000, office building for the relocation of the University of Nevada Facilities Maintenance Services. Design work for the project included full new HVAC and domestic plumbing system for the new offices space as well as new HVAC and process piping for the metal fabrication shop. The building included private and bullpen offices, conference areas, training areas, break/lunch rooms and support areas. EEI was a subconsultant on this project.

#### Key Personnel

Brandon Etchemendy PE - Principal

Stacey Estes EI – Designer

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### Blasdel HVAC Renovation

209 E Musser Street

Carson City, NV

Completed August 2017

#### Contact

TJ Dobson

Nevada State Public Works Division

#### Project

The project scope included the replacement of the buildings central built-up air handler in the mechanical mezzanine for the Nevada State Public Works Division at the Blasdel Building. The existing equipment was original to the building and had reached the end of its useful life. The existing single fan system was replaced with a 2x2 fan array to take advantage of fan efficiency as well as provide redundancy within the air handler. A new hot water preheat coil section was added to the air handler to allow preheating and assist in morning warm up. Additionally, new storage tanks were added to the chilled water system to increase the total system volume and cut down on short cycling of the chiller. The project construction cost was \$459,000. EEI was the prime consultant for this project enlisting the services of Tectonics Design Group and JP Engineering for the structural and electrical design components respectively.

#### Key Personnel

Brandon Etchemendy PE – Principal

Bryan Tilton PE - Project Engineer

Stacey Estes – Designer



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## Mark Twain Elementary Addition Fremont Elementary Addition

2111 Carriage Crest Drive  
Carson City, NV  
Anticipated Completion August 2019

1511 Firebox Road  
Carson City, NV  
Anticipated Completion August 2019

### Contact

Mark Korinek, C.P.M.  
Carson City Schools  
1402 W King Street  
Carson City, NV  
775.283.2181 office  
mkorinek@carson.k12.nv.u

Angela Bigotti - Chavez, AIA  
Van Woert Bigotti Architects  
1400 S. Virginia Street, Suite C  
Reno, Nevada 89502  
775-328-1010  
abc@vwbarchitects.com

### Project

The design of an approximate 15,000 +/- square foot addition to the existing Mark Twain and Fremont Elementary Schools in Carson City, NV. The scope included HVAC and domestic plumbing designs to meet the needs of the proposed space. The existing heat pump cooling tower was upsized to meet the loads of the building addition. EEI was a subconsultant on this project for the Carson City School District. EEI's design work included the HVAC and domestic plumbing systems for the three wing additions at the existing school. The project construction costs for the two combined buildings is \$8,735,000.

### Key Personnel

Brandon Etchemendy PE - Principal  
Bryan Tilton PE - Project Engineer  
John Bigda EI – Designer

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## Northern Nevada Health Systems HVAC Renovation

209 E Musser Street  
Carson City, NV  
Expected Completion August 2019

### Contact

TJ Dobson  
Nevada State Public Works Division

### Project

The project scope included the replacement of Buildings 1 and 2 central air handling systems for the Nevada State Public Works Division at the Northern Nevada Adult Mental Health Systems Campus. The existing equipment has reached the end of its useful life and was to be replaced. The existing single fan systems in both Buildings 1 & 2 were replaced with 2x2 fan arrays in Building 1 and 1x2 fan arrays in Building 2 to take advantage of fan efficiency as well as provide redundancy within the air handlers. The controls in Building 1 were replaced with a new DDC system and tied into the existing controls in Building 1; connecting Building 2 to the campus system. The project construction cost is \$1,539,000. EEI was the prime consultant for this project enlisting the services of Tectonics Design Group and JP Engineering for the structural and electrical design components respectively.



## Key Personnel

Brandon Echemendy PE – Principal  
Bryan Tilton PE - Project Engineer  
Stacey Estes – Designer

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## Nevada Air National Guard C-12 Hangar HVAC Renovation

209 E Musser Street  
Carson City, NV  
Expected Completion June 2020

### Contact

Brian Bassi  
Nevada State Public Works Division

### Project

The project scope included the replacement of the HVAC system serving the front of house area in the C-12 Hanger at the Nevada Army National Guard Harry Reid Training Center for the Nevada State Public Works Division. The existing equipment has reached the end of its useful life. The existing boiler/chiller air handler system is being replaced with water source heat pumps and a new cooling tower. Additionally, the lighting was replaced, with more efficient LED systems, in the affected areas. In the schematic phases of the project, feasibility and constructability studies were conducted along with a life cycle cost analysis to determine the appropriate approach to the HVAC replacement. The project construction cost is estimated at \$459,000. EEI was the prime consultant for this project enlisting the services of Tectonics Design Group and JP Engineering for the structural and electrical design components respectively.

## Key Personnel

Brandon Echemendy PE – Principal  
Bryan Tilton PE - Project Engineer  
Stacey Estes – Designer



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## References

Eddy Chacon  
Washoe County School District  
14101 Old Virginia Road  
Reno, NV 89521-8912  
775-789-3819  
[jchacon@washoeschools.net](mailto:jchacon@washoeschools.net)  
<https://www.washoeschools.net/domain/539>

EI completed several projects with Eddy Chacon at many different schools, administrative and service buildings for the Washoe County School District ranging from water isolation valve replacements to boiler replacements.

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TJ Dobson  
Nevada State Public Works Board  
515 E. Musser Street, Suite 102  
Carson City, Nevada 89701  
775-684-4107  
[tjdobson@admin.nv.gov](mailto:tjdobson@admin.nv.gov)  
<https://publicworks.nv.gov/>

EI completed a central building air handler replacement project at the State of Nevada's Blasdel Building in Carson City, NV. This work including demolishing and rebuilding a custom, built-up, air handler in the penthouse. EI is currently completing HVAC renovations at the Stat Capitol Building and Division of Wildlife Elko Office.

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Mark Korinek, C.P.M.  
Director of Operation Services  
Carson City Schools  
1402 W King Street  
Carson City, NV  
775.283.2181  
[mkorinek@carson.k12.nv.us](mailto:mkorinek@carson.k12.nv.us)

EI has completed HVAC retrofits for the Carson City School District at Carson City High School, Pioneer High School, Bordewich Bray Elementary school. EI has completed or is currently working on school additions, at Pioneer High, Fremont and Mark Twain Elementary Schools and Eagle Valley Middle School.

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JR Romero, Architect  
1150 Selmi Drive, Suite 205  
Reno, NV 89512  
775-786-1552  
[jrrarch@msn.com](mailto:jrrarch@msn.com)

EI is working at UNR on Lawlor Events Center and the Center for Molecular Medicine with JR Romero. EI completed the modular toilet buildings for McQueen and Reed High as well as the renovations to the Electric shop and Police Services space at UNR.

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Darrin Berger  
Berger Hannafin Architecture  
312 W. 3<sup>rd</sup> Street  
Carson City, NV 89703  
775-882-6455  
[darrin@bharchitects.biz](mailto:darrin@bharchitects.biz)

EI completed a school addition at Pioneer High School with Berger Hannafin. We have also completed renovations for the Lyon and Storey County School Districts.



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## Project Scope

### Project Information:

We understand this project to consist of the addition of cooling to the Inyo County Courthouse Building in Independence, CA. The proposed system will be comprised VRF mini-split indoor air handlers in the first and second floor, rooftop air handlers on the third floor and a central outdoor heat pump plant serving the new air handlers. The system is intended to provide heating and cooling to the courthouse with the existing hydronic heating plant to remain for backup and redundancy. The intent will be to locate air handlers on the first and second floors such that the piping can be routed in the ceiling for the first floor amongst the other existing utilities. New refrigerant piping will need to be routed to the third floor for those air handlers. Electrical and structural designs will be provided as necessary for the new HVAC system.

It is anticipated that this project will need to be designed in phases to accommodate the funding limits allotted to this project by the "Great Basin Unified Air Pollution Controls District Clean Air Projects Program (CAPP) II Fund."

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### Scope of Work:

Our scope of work will include: Up to 2 site visits for design purposes. Demolition drawings will be provided as necessary for the new HVAC, electrical infrastructural and building architectural/structural changes. Calculations and detailed design drawings for the HVAC systems in accordance with above listed approach. Structural/architectural designs of the HVAC addition as necessary for the proposed new HVAC system. Electrical designs of the renovation necessary for the proposed HVAC system. The structural/architectural and electrical engineering designs will be completed by Tectonics Design Group and JP Engineering respectively. Model energy code calculations. Coordination with, and oversight of, other disciplines as required to produce construction documents suitable for use in competitive bidding. Attendance at local coordination meetings with other design professionals and the Owner. Construction administration services including in office submittal and rfi review and up to 3 site visits for job progress review. All other CA will be provided on a time and materials basis.



## Estimate Design Schedule

<b><u>Task</u></b>	<b><u>Dates</u></b>
Professional Services Agreement Executed	10/24/22
Begin Schematic Design Phase	10/24/22
Schematic Design Delivery	11/22/22
Schematic Design Review Comments	12/02/22
Begin Design Development Phase	12/02/22
Design Development Delivery	01/10/23
Design Development Review Comments	01/17/23
Begin Construction Documents Phase	01/17/22
Construction Documents Delivery	02/28/23
Construction Documents Review Comments	03/07/23
Begin Bid Documents Phase	03/07/23
Bid Documents Delivery	03/21/23



## Statements

### Conflict of Interest

Etchemendy Engineering Inc PC, the corporation or employees of the corporation, have no financial, business, or other relationship with Inyo County. No relationship exists between Etchemendy Engineering Inc PC, or any of its employees, that would impact the outcome of this projects contract or construction outcome.

### Litigation

Etchemendy Engineering Inc PC had not been involved in any litigation in connection with any of its design projects.

### Contract Agreement

The insurance requirements required in Appendix D seem to be driven towards contractors in lieu of design consultants. Appendix D requires the consultant to provide the following:

- \$5,000,000 each occurrence in general liability insurance. \*\*\*
- \$2,000,000 each occurrence in automobile liability insurance. \*\*\*

\*\*\* Where design professionals spend little time on the projects while they are under construction, and minimal time driving to the site, there is minimal exposure here. We typically see these limits lower.

- Builder Risk Insurance – This does not pertain to design professionals.
- Surety Bonds – This does not pertain to design professionals.
- Contractors; Pollution Legal Liability – This does not pertain to design professionals.

As a team, we offer the following as a part of this proposal:

- \$2,000,000/\$4,000,000 each occurrence/aggregate in general liability insurance.
- \$1,000,000 each occurrence in automobile liability insurance.
- \$1,000,000 each occurrence in workers compensation insurance.
- \$2,000,000/\$4,000,000 each occurrence/aggregate in professional liability insurance.

We have requested a limit increase and will keep you comprised of the outcome.

We agree to the contract terms for a maximum duration of 90 days starting 09/14/22.



10597 Double R Blvd, Suite 1  
Reno, Nevada 89521  
(775) 853-1131 – Fax (775) 852-2352

## Contract Proposal

**To: Elsa Fitch,**  
**Inyo County Public Works**  
**PO Box Q**  
**Independence, CA**  
Phone: (760) 878-0210

**From: Brandon Etchemendy, PE**  
**Principal**

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### Project Information:

We understand this project to consist of the addition of cooling to the Inyo County Courthouse Building in Independence, CA. The proposed system will be comprised VRF mini-split indoor air handlers in the first and second floor, rooftop air handlers on the third floor and a central outdoor heat pump plant serving the new air handlers. The system is intended to provide heating and cooling to the courthouse with the existing hydronic heating plant to remain for backup and redundancy. The intent will be to locate air handlers on the first and second floors such that the piping can be routed in the ceiling of the first floor amongst the other existing utilities. New refrigerant piping will need to be routed to the third floor for those air handlers. Electrical and structural designs will be provided as necessary for the new HVAC system.

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### Scope of Work:

Our scope of work will include: Up to 2 site visits for design purposes. Demolition drawings will be provided as necessary for the new HVAC, electrical infrastructural and building architectural/structural changes. Calculations and detailed design drawings for the HVAC systems in accordance with above listed approach. Structural/architectural designs of the HVAC addition as necessary for the proposed new HVAC system. Electrical designs of the renovation necessary for the proposed HVAC system. The structural/architectural and electrical engineering designs will be completed by Tectonics Design Group and JP Engineering respectively. Model energy code calculations. Coordination with, and oversight of, other disciplines as required to produce construction documents suitable for use in competitive bidding. Attendance at local coordination meetings with other design professionals and the Owner. Construction administration services including in office submittal and rfi review and up to 3 site visits for job progress review. All other CA will be provided on a time and materials basis.

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### Excluded Items:

Third party Plan Review  
Seismic Restraint Design  
Water Usage Calculations  
Energy model for LEED, or any other accreditation authority, requirements or submittal  
LEED, or any other accreditation authority, documentation requirements or submittal

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### Fee Type: Flat Fee

<b>Design</b>	<b>\$129,500</b>
<b>Construction Administration</b>	<b>\$26,000</b>

This proposal covers the work provided for above and does not include any modifications to the mechanical design. Any modifications based on equipment or owner changes once the original design is completed shall be covered under an additional contract.





## Terms and Conditions

The client shall provide informational and coordination prints of project architectural, structural, civil, electrical, and other drawings and specifications as required, and at times requested by Etchemendy Engineering Inc. PC for the performance of its services. Provide any as-built or record drawings that exist for any existing facilities. Provide base floor plans and site plans for the Design Professional's use in preparing his or her drawings in AutoCAD 2002 compatible format. Include title block adapted specifically for this project. Provide detailed information on Owner furnished equipment to be installed or for which provisions are to be made under the scope of these services.

The client and the Design Professional have agreed to a list of Basic Services the Design Professional will provide to the Client, listed in this Agreement.

The Design Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Design Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Design Professional cannot ascertain. The Client also agrees not to make resolution of any dispute with the Design Professional or payment of any amount due to the Design Professional in any way contingent upon the Design Professional's signing any such certification.

In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by the Design Professional, the Client covenants and agrees that all such drawings and data are instruments of service of the Design Professional, who shall retain all common law, statutory law, and other rights, including copyrights.

The Client further agrees not to use these drawings and data, in whole or in part, for any purpose other than the project which is the subject of this Agreement. The Client agrees to waive all claims against the Design Professional resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the Design Professional.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than the Design Professional or from any reuse of the drawings and data without prior written consent of the Design Professional.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by the Design Professional, and the Design Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Design Professional as instruments of service shall remain the property of the Design Professional. The Design Professional shall retain all common law, statutory and other reserved rights, including the copyright thereto.

In providing opinions of probable construction cost, the Client understands that the Design Professional has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein shall be made on the basis of the Design Professional's qualifications and experience. The Design Professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The Design Professional shall review Contractor submittals, such as shop drawings, product data, samples, and other data, as required by the Design Professional, but only for the limited purpose of checking for general conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Design Professional's review shall be conducted with reasonable promptness while allowing sufficient time in the Design Professional's judgment to permit adequate review. Review of a specific item shall not indicate that the Design Professional has reviewed the entire assembly of which the item is component. The Design Professional shall not be responsible for any deviations from the contract documents not brought to the attention of the Design Professional in writing by the Contractor. The Design Professional shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

The Design Professional shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Design Professional to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Design Professional does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Design Professional agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Client and the Design Professional further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, reasonable attorney's fees and other related expenses, if so awarded by a court of law or other adjudicate body.

To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for the Client's damages, including cost of defense, attorney's fees, and expenses for all claims with regard to any services which have been performed for the Client on the project by the Design Professional, to the total amount of this Agreement, or \$50,000 whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Either the Client or the Design Professional may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar day's prior written notice. The Client shall within thirty (30) calendar days of termination, pay the Design Professional for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

This contract proposal will remain in effect for a period of not less than sixty (60) days from the effective date hereof. At that time, we reserve the right to revise our rates in accordance with changes in our operating costs.

Invoices/Statements will be sent monthly with payment due within thirty (30) days. Interest may be billed at a rate of 1.5% per month on the balance outstanding, thirty (30) days after invoice date, and will be added and compounded monthly. It is not the intent of Etchemendy Engineering Inc. PC to neither be unreasonable nor eliminate flexibility in payment. However, it is our policy to pursue prompt payment from our clients.

In the event legal action is necessary to enforce the payment provisions of this Agreement, Etchemendy Engineering Inc. PC shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by Etchemendy Engineering Inc. PC in collection therewith and, in addition, the reasonable value of Etchemendy Engineering Inc.'s time and expenses spent in connection with such collection action, computed at Etchemendy Engineering Inc.'s prevailing fee schedule and expense policies.

Clarification of our professional liability insurance coverage is available upon request.

Should additional services be requested by you due to a change in the scope of services required, we will proceed with said services upon your approval, and invoice on time and materials basis.

Signing of this contract proposal is your acceptance of its terms and our authorization to proceed.

## Authorization and acceptance

Acknowledgment of concurrence with the foregoing

Etchemendy Engineering Inc. PC  
Brandon Etchemendy, PE  
Principal

Name and Title

Signature

Date

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**

**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the \_\_\_\_\_ services of \_\_\_\_\_ (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 \_\_\_\_\_. 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 \_\_\_\_\_ to \_\_\_\_\_ unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From \_\_\_\_\_ through \_\_\_\_\_
- B. From \_\_\_\_\_ through \_\_\_\_\_

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

**3. CONSIDERATION.**

A. Compensation. County shall pay 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. County shall reimburse Design Professional/Consultant for the travel expenses and per diem which Design Professional/Consultant incurs in providing services and work requested by County under this Agreement. Design Professional/Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Design Professional/Consultant for approval to incur travel and per diem expenses shall be submitted to the \_\_\_\_\_

\_\_\_\_\_. 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 Design Professional/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 Design Professional/Consultant without the prior approval of the County.

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 \$ \_\_\_\_\_ (initial term), \$ \_\_\_\_\_ (option 1), and \$ \_\_\_\_\_ (option 2) for a total of \_\_\_\_\_ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. 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. Design Professional/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 Design Professional/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 Design Professional/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 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 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 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 D 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. 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.

## **11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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).

**21. 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.

**22. 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:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Department  
Address  
City and State

**Design Professional/Consultant:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Name  
Address  
City and State

**23. 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** \_\_\_\_\_

**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

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

**COUNTY OF INYO**

**DESIGN PROFESSIONAL/CONSULTANT**

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

Signature

\_\_\_\_\_  
Print or Type Name

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

Signature

\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager



**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**

**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCOPE OF WORK:**

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_

**FOR THE PROVISION OF** \_\_\_\_\_ **SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SCHEDULE OF FEES:**

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**

**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_

**FOR THE PROVISION OF** \_\_\_\_\_ **SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment D: 2022 Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder 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 separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct (“SAM”) coverage is required with limits no less than those listed in this paragraph for other types of loss. The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See “Other Insurance Provisions” below.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *Provision may be waived with signed letter on contractor’s letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.* See “Other Insurance Provisions” below.
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 with signed letter on contractor’s letterhead certifying that contractor has no employees.* See “Other Insurance Provisions” below.
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, **\$4,000,000** aggregate. Check with Risk Management if Professional Liability is required for the contract to which these requirements are attached.
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of 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, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Professional liability or general liability may be endorsed to include cyber coverage.

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.

## Attachment D: 2022 Insurance Requirements for Professional Services

### 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.

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

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

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

**Self-Insured Retentions:** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the

## Attachment D: 2022 Insurance Requirements for Professional Services

Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

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

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

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

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

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



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** October 18, 2022

**FROM:** Justine Kokx

**SUBJECT:** Perpetual Right-Of-Way (ROW) Easements from the US Bureau of Land Management

---

#### **RECOMMENDED ACTION:**

Request Board: A) approve Resolution No. 2022-39 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Accepting Perpetual Right-Of-Way Grants from the United States Bureau of Land Management Regarding Fifteen Roads on BLM land," and authorize the Chairperson to sign, and B) authorize the Chairperson to sign the right-of-way grant form 2800-14 for case file CACA-059558.

#### **SUMMARY/JUSTIFICATION:**

The County has obtained authorization for perpetual Right-Of-Way (ROW) easements from the US Bureau of Land Management (BLM) pursuant to Title V of the Federal Land Policy Act of October 21, 1976. These roads are located in District 5 on Bureau of Land Management land and have been historically maintained by Inyo County Public Works. These ROW grants would formalize the County's authorization to perform standard maintenance activities along the fifteen road segments. No road changes or changes to historical use would occur with the authorization of these ROW easements.

Before recommending acceptance of these easements to your Board, the Public Works Department conducted a preliminary review of the acceptance of these easements pursuant to CEQA. Following this review, the Public Works concluded that further environmental review of this proposed action is not necessary because the project is categorically exempt as an existing facility (section 15301(c)). Specifically, these easements do nothing but formalize the County's ability to perform maintenance work that the County has been performing on these roads for decades. No expansion of use or expansion of maintenance activities beyond the standard maintenance that the County already performs is permitted by these easements. It should also be noted that the BLM also reviewed the ROW easements under NEPA and found the action to be categorically exempt from the preparation of an EA or EIS pursuant to 36 CFR 220.6(d)(7) (sale or exchange of land where the resulting land use will remain essentially the same).

#### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

On October 8, 2019, your Board approved the submittal of a facility application to the Bureau of Land Management for public road right-of-way for Inyo County District 5 roads crossing BLM land. On June 3 2022, the BLM provided an unsigned right-of-way grant (BLM form 2800-14) for the authorization of perpetual ROW for fifteen roads on BLM land totaling 22,967.64 acres, and 501,336 linear feet.



**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to accept the ROW easements and NOE. This is not recommended as these easements will formalize the authority of Inyo County Public Works to maintain these roads in perpetuity.

**OTHER AGENCY INVOLVEMENT:**

The U.S. Bureau of Land Management, Inyo County Counsel, Inyo County Planning Department

**FINANCING:**

No Fiscal Impacts

**ATTACHMENTS:**

1. Resolution Accepting BLM ROW 15 Easements
2. Exhibit A - Maps & Descriptions
3. Exhibit B - BLM ROW Offer
4. Exhibit C - County Notice of Exemption
5. Exhibit D - BLM Categorical Exclusion
6. CACA-59558 Stipulations
7. Form 2800-14 ROW-Grant CACA59558
8. Inyo County Maintained Roads Easement Application

**APPROVALS:**

Justine Kokx	Created/Initiated - 10/11/2022
Darcy Ellis	Approved - 10/11/2022
John Pinckney	Approved - 10/11/2022
Michael Errante	Approved - 10/11/2022
John Vallejo	Approved - 10/13/2022
Amy Shepherd	Final Approval - 10/13/2022

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, ACCEPTING PERPETUAL EASEMENTS FROM THE US BUREAU OF LAND MANAGEMENT REGARDING FIFTEEN ROADS ON BLM LAND**

**WHEREAS**, for decades, the Inyo County Road Department (“ICRD”) has performed routine maintenance and repair work on 15 pre-existing roads in Inyo County near Tecopa and Shoshone, totaling approximately 94.95 miles of paved and un-paved roadway, as depicted in the maps and descriptions attached hereto as Exhibit A and incorporated herein by this reference; and

**WHEREAS**, these roads extend over and through US Bureau of Land Management (“BLM”) land; are used by the public to access BLM and National Park Service land; and serve as important regional connectors for local residents; and

**WHEREAS**, despite the years of maintenance performed by the ICRD, no formal legal instrument exists authorizing the ICRD to perform maintenance on these roads; and

**WHEREAS**, the ICRD’s continued maintenance of these roads provides a benefit to the general public and the BLM; and

**WHEREAS**, in recognition of the benefit conferred by the ICRD’s work, pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761), the BLM is willing to grant to Inyo County 15 perpetual Right-Of-Way (ROW) easements, as described in the letter from the BLM dated June 21, 2022, which is attached hereto as Exhibit B and incorporated herein by this reference; and

**WHEREAS**, the Proposed Action was reviewed pursuant to State Guidelines for the California Environmental Quality Act (CEQA) and determined by staff to be Categorical Exempt pursuant to Section 15301(c) – see the County’s Notice of Exemption attached hereto as Exhibit C and incorporated herein by this reference – specifically because the County’s acceptance of easements to these pre-existing roads will do nothing but permit the County to continue the maintenance and repair activities that the County has conducted for decades. These easements merely formalize the on-going maintenance activities; and

**WHEREAS**, the Proposed Action was reviewed under the National Environmental Policy Act (NEPA) and determined by the BLM to be categorically excluded from further documentation in accordance with the 516 DM Chapter 11.9 Realty (E)(16): Acquisition of easements for an existing road or issuance of leases, permits, or rights-of-way for the use of existing facilities, improvements, or sites or the same or similar purposes because there are no extraordinary circumstances potentially having effects that may significantly affect the environment (see the BLM’s Categorical Exclusion Documentation included on Exhibit D, which exhibit is incorporated herein by this reference).

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

1. The recitals above are incorporated herein as findings.
2. Pursuant to Government Code § 27281, the 15 perpetual Right-Of-Way (ROW) easements depicted in Exhibit B, granted by the US Department of the Interior, Bureau of Land Management to the County of Inyo, are hereby accepted by the Board of Supervisors of the County of Inyo.
3. The County of Inyo consents to the recordation of the Public Road easements by the Director of the Public Works Department.
4. As set forth in the Notice of Exemption prepared by the Inyo County Public Works Department (Exhibit C) and the Categorical Exclusion Review prepared by the US Bureau of Land management (Exhibit D), the acceptance of these easements is categorically exempt from CEQA pursuant to CEQA Guidelines, section 15301(c). The acquisition is exempt from further review under CEQA because the Proposed Action will not have a significant effect on the environment because the County's acceptance of easements to these roads will do nothing but permit the County to continue the maintenance and repair activities that the County has conducted for decades. No changes to the use or maintenance of existing roads are proposed.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2022, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Jennifer Roeser, Chairperson  
Inyo County Board of Supervisors

ATTEST:     Nate Greenberg  
                  Clerk of the Board

By: \_\_\_\_\_  
      Darcy Ellis, Assistant  
      Assistant Clerk of the Board



# United States Department of the Interior



## BUREAU OF LAND MANAGEMENT

California State Office  
2800 Cottage Way, Suite W1623  
Sacramento, CA 95825  
[www.blm.gov/office/california-state-office](http://www.blm.gov/office/california-state-office)

March 8, 2022

### Land Surveyor Report

#### Final Determination by the Certified Department of Interior (DOI) Land Surveyor

Project Name Inyo County Roads  
Project Number CACA 59558  
LSR Number LSR CA 1291

A review of the above request has been completed and the following determination(s) has been made by the DOI Land Surveyor or Certified Federal Surveyor:

*(Check one)*

- The land description is acceptable for the stated purpose, see comments below.
- The land description has potential problems as noted below; however, the risk appears minor and the action within the stated purpose should not be affected.
- The land description has potential problems and should not be used for the stated purpose. The following errors and/or concerns as noted below need to be corrected/addressed before this land description should be used.
- A boundary survey is required.

Recommendations/Comments/Concerns/Corrections:

See attachment(s)

I certify that the parcel(s) described in the attached document(s) aggregate(s) 22,967.64 acres.

This report correctly represents the records and documents evaluated by me or under my direct supervision in conformance with the requirements of the Department of the Interior *Standards for Federal Lands Boundary Evidence*, of the parcel(s) of land identified.

<i>Name: DOI Land Surveyor, or Certified Federal Surveyor</i>	<i>Office, Title and Contact Information:</i>	<i>Date:</i>
Ashley Holshue <i>Signature</i>	Cadastral Land Surveyor 760-567-5066	8 Mar 2022

INTERIOR REGIONS 8 & 10 • LOWER COLORADO BASIN & CALIFORNIA-GREAT BASIN  
ARIZONA, CALIFORNIA, NEVADA, OREGON (PARTIAL)

LSR CA 1291

This report correctly represents the records and documents evaluated under my direction and control and in conformance with the requirements of the Department of the Interior *Standards for Federal Lands Boundary Evidence*, of the parcel(s) of land identified.

<i>Name: Certified DOI Land Surveyor</i>	<i>Contact Information:</i>	<i>Date:</i>
Joan H. Honda <i>Signature</i>	Office: (916) 978-4316 Cell: (916) 216-7609	

Authorized Officer:

- I concur with the above recommendation(s) and:
- Additional funding is not required.
  - Funding for the recommended action(s) is authorized in the amount of \$ \_\_\_\_\_ Cost code: \_\_\_\_\_
  - Funding for the recommended action(s) will be provided at a later date.
- I do not accept the above recommendation(s) for the following reason(s):  
*Enter text here*

Comment:

<i>Authorized Officer Name:</i>	<i>Office, Title and Contact Information:</i>	<i>Date:</i>
<i>Signature</i>		

# LAND SURVEYOR REPORT ATTACHMENT

March 8, 2022

Inyo County Roads

CACA 59558

Barstow Field Office

The land description as re-written is acceptable for the stated purpose. Adjoining aliquot parts were combined and aliquot parts smaller than 2.5 acres were increased to an aliquot part to be at least 2.5 acres. For rights-of-way the smallest aliquot part to be described should be no longer than a 5-part component or less than 2.5 acres unless an official survey has been conducted. The subject land is located as shown in the map files at the end of report.

Linear acreage for the roads was calculated by the length and width using a combination of GIS software and the land description provided with this review.

The following chart will show that the linear acreage of all roads total 1,138.54(+/-) acres within a total BLM acreage of 22,967.64 acres per official government survey records.

Name	Aliquot Acres	Length (miles)	Linear Acres
Anderson Road	2.50	0.07	0.42
Bob White Way	55.00	0.54	3.27
China Ranch Road	230.00	1.69	20.48
Downey Road	5.00	0.13	1.58
Noonday Street	40.00	0.16	0.97
Tecopa Hot Springs Road	220.00	3.64	44.12
Clay Road	311.43	1.27	7.70
Furnace Creek Road	2186.62	10.02	121.45
Furnace Creek Wash Road	1471.98	7.54	91.39
Mesquite Valley Road	9776.67	23.82	288.73
Old Spanish Trail Highway	4651.04	29.78	360.97
Petro Road	2365.33	6.3	76.36
Smith Talc Road	40.00	1.04	12.61
State Line Road	1132.07	7.15	86.67
Western Talc Road	480.00	1.8	21.82
<b>Total Acres</b>	<b>22,967.64</b>		<b>1,138.54 (+/-)</b>

Land description evaluation:

Land Description Worksheet							
Date	01 Mar 2022						
Project Name	Inyo County Roads						
Project Number	CACA 59558						
Original description by	Michael Marks						
Reviewed/revised by	Ashley Holshue						
Category	ST & Mer	Sec	Original Description	Original	Revised Description	Final	Note
	Twp & Rng		Original Exceptions	Acres	Revised Exceptions	Acres	
	<b>CA SBM</b>						
Petro Road	T24N R4E	sec 1			% all: excepting MS 4856 & MS2440, unsurveyed	619.00	
Petro Road	T24N R4E	sec 2			% all: unsurveyed	640.00	
Petro Road	T24N R5E	sec 6	lot 2		% lots 2 of N1/2NW1/4	75.29	
Petro Road	T24N R5E	sec 6			% lot 1 of SW1/4NW1/4	35.51	
State Line Road	T25N R5E	sec 12	nese		*		10
State Line Road	T25N R5E	sec 12	SE¼SW¼	40.00	SE1/4SW¼	40.00	
State Line Road	T25N R5E	sec 12	nwse		*		
State Line Road	T25N R5E	sec 12	SW¼SE¼	40.00	SE¼	160.00	
State Line Road	T25N R5E	sec 13	nenw		*		10
State Line Road	T25N R5E	sec 13	nwnw		N½NW¼	80.00	
State Line Road	T25N R5E	sec 14	nene		*		10
State Line Road	T25N R5E	sec 14	SW¼NE¼	40.00		40.00	
State Line Road	T25N R5E	sec 14	sene		E¼NE¼	80.00	
State Line Road	T25N R5E	sec 14	NW¼SE¼	40.00		40.00	
Petro Road	T25N R5E	sec 22	SW¼SE¼	40.00		40.00	
Petro Road	T25N R5E	sec 27	nwnw		*		10
Petro Road	T25N R5E	sec 27	NW¼NE¼	40.00		40.00	
Petro Road	T25N R5E	sec 27	NE¼NW¼	40.00		40.00	
Petro Road	T25N R5E	sec 27	swnw		W½NW¼	80.00	
Petro Road	T25N R5E	sec 28	nesw		*		10
Petro Road	T25N R5E	sec 28	sene		S½NE¼	80.00	
Petro Road	T25N R5E	sec 28	SW¼SW¼	40.00		40.00	
Petro Road	T25N R5E	sec 28	sesw		E¼SW¼	80.00	
Petro Road	T25N R5E	sec 28	NW¼SE¼	40.00		40.00	
Petro Road	T25N R5E	sec 29	SE¼SE¼	40.00		40.00	
Petro Road	T25N R5E	sec 31	lot 1		% lot 1 of SW1/4	80.00	
Petro Road	T25N R5E	sec 31			% lot 2 of SW1/4SW1/4	35.53	
Petro Road	T25N R5E	sec 31	NE¼SE¼	40.00		40.00	
Petro Road	T25N R5E	sec 31	NW¼SE¼	40.00	*		
Petro Road	T25N R5E	sec 31	SW¼SE¼	40.00	W½SE¼	80.00	
Petro Road	T25N R5E	sec 32	nene		*		10
Petro Road	T25N R5E	sec 32	nenw		*		10
Petro Road	T25N R5E	sec 32	nwne		N½NE¼	80.00	
Petro Road	T25N R5E	sec 32			SW¼NE¼	40.00	
Petro Road	T25N R5E	sec 32	SW¼NW¼	40.00		40.00	
Petro Road	T25N R5E	sec 32	senw		E¼NW¼	80.00	
Petro Road	T25N R5E	sec 32	NW¼SW¼	40.00		40.00	
Clay Road	T26N R5E	sec 10			lot 4	12.12	
Clay Road	T26N R5E	sec 10	lot 6	19.31		19.31	
Clay Road	T26N R5E	sec 10	SW¼SE¼	40.00		40.00	
Clay Road	T26N R5E	sec 15	senw		*		10
Clay Road	T26N R5E	sec 15	NW¼NE¼	40.00		40.00	
Clay Road	T26N R5E	sec 15	NE¼NW¼	40.00		40.00	
Clay Road	T26N R5E	sec 15	swnw		S½NW¼	80.00	
Clay Road	T26N R5E	sec 15	NW¼SW¼	40.00		40.00	
Clay Road	T26N R5E	sec 21	NW¼NE¼	40.00		40.00	
Old Spanish Trail Highway	T20N R6E	sec 1	nene		% N1/2NE1/4, unsurveyed	80.00	
Furnace Creek Wash Road	T21N R6E	sec 5	swnsw		NW¼SW¼	40.00	
Furnace Creek Wash Road	T21N R6E	sec 5	nesws		*		
Furnace Creek Wash Road	T21N R6E	sec 5	swsesw		S½SW¼	80.00	

Furnace Creek Wash Road	T21N R6E	sec 6	lot 2		% W1/2 of lot 2 NE1/4	40.12
Furnace Creek Wash Road	T21N R6E	sec 6	lot 1	80.00	lot 1 of NE1/4	80.00
Furnace Creek Wash Road	T21N R6E	sec 6			E1/2 lot 2 of NW1/4	40.08
Furnace Creek Wash Road	T21N R6E	sec 6	NE1/4SE1/4	40.00		40.00
Furnace Creek Wash Road	T21N R6E	sec 8	swnwne		NW1/4NE1/4	40.00
Furnace Creek Wash Road	T21N R6E	sec 8	SW1/4NE1/4	40.00		40.00
Furnace Creek Wash Road	T21N R6E	sec 8	SW1/4SE1/4NE1/4	10.00	SE1/4NE1/4	40.00
Furnace Creek Wash Road	T21N R6E	sec 8	NE1/4NW1/4	40.00		40.00
Furnace Creek Wash Road	T21N R6E	sec 8	NE1/4SE1/4	40.00		40.00
Furnace Creek Wash Road	T21N R6E	sec 9	SW1/4NW1/4SW1/4	10.00		10.00
Furnace Creek Wash Road	T21N R6E	sec 9	SW1/4SW1/4	40.00		40.00
Furnace Creek Wash Road	T21N R6E	sec 9	SW1/4SE1/4SW1/4	10.00		10.00
Furnace Creek Wash Road	T21N R6E	sec 15	nenwsw		*	10
Furnace Creek Wash Road	T21N R6E	sec 15	swswnw		SW1/4NW1/4	40.00
Furnace Creek Wash Road	T21N R6E	sec 15	NW1/4SW1/4	40.00	N1/2SW1/4	80.00
Furnace Creek Wash Road	T21N R6E	sec 15	nesesw		SE1/4SW1/4	40.00
Furnace Creek Wash Road	T21N R6E	sec 15	SW1/4SE1/4	40.00		40.00
Furnace Creek Wash Road	T21N R6E	sec 15	SW1/4SE1/4SE1/4	10.00		10.00
Furnace Creek Wash Road	T21N R6E	sec 22	NE1/4NE1/4	40.00		40.00
Furnace Creek Wash Road	T21N R6E	sec 23	SW1/4NE1/4	40.00		40.00
Furnace Creek Wash Road	T21N R6E	sec 23			SW1/4SE1/4NE1/4	10.00
Furnace Creek Wash Road	T21N R6E	sec 23			SW1/4NE1/4NW1/4	10.00
Furnace Creek Wash Road	T21N R6E	sec 23	NW1/4NW1/4	40.00		40.00
Furnace Creek Wash Road	T21N R6E	sec 23	NE1/4SW1/4NW1/4	10.00		10.00
Furnace Creek Wash Road	T21N R6E	sec 23	SE1/4NW1/4	40.00		40.00
Furnace Creek Wash Road	T21N R6E	sec 23	NE1/4SE1/4	40.00		40.00
Furnace Creek Wash Road	T21N R6E	sec 23	NE1/4NW1/4SE1/4	10.00		10.00
Furnace Creek Wash Road	T21N R6E	sec 24	sese		*	10
Furnace Creek Wash Road	T21N R6E	sec 24	sesw		*	10
Furnace Creek Wash Road	T21N R6E	sec 24	NW1/4SW1/4	40.00		40.00
Furnace Creek Wash Road	T21N R6E	sec 24	sww		S1/2SW1/4	80.00
Furnace Creek Wash Road	T21N R6E	sec 24	swse		S1/2SE1/4	80.00
Old Spanish Trail Highway	T21N R6E	sec 36	SE1/4SW1/4	40.00		40.00
Old Spanish Trail Highway	T21N R6E	sec 36	SW1/4SE1/4	40.00		40.00
Furnace Creek Wash Road	T22N R6E	sec 31	lot 2		% lots 2 of SW1/4	77.78
Furnace Creek Wash Road	T22N R6E	sec 31	lot 1		lot 1 of SW1/4	80.00
State Line Road	T25N R6E	sec 4	lot 2		% lots 2 of NW1/4	79.84
State Line Road	T25N R6E	sec 4	lot 1		% lot 1 of NW1/4	80.00
State Line Road	T25N R6E	sec 4	lot 4			0.00
State Line Road	T25N R6E	sec 5	lot 1		% lot 1 of NE1/4	0.00
State Line Road	T25N R6E	sec 5	nesw		*	10
State Line Road	T25N R6E	sec 5	SW1/4SW1/4	40.00		40.00
State Line Road	T25N R6E	sec 5	sesw		E1/2SW1/4	80.00
State Line Road	T25N R6E	sec 5	nwse		N1/2SE1/4	80.00
State Line Road	T25N R6E	sec 6	SE1/4SE1/4	40.00		40.00
State Line Road	T25N R6E	sec 7	nene		*	10
State Line Road	T25N R6E	sec 7	lot 1		% lot 1 of NW1/4	80.00
State Line Road	T25N R6E	sec 7	lot 2		% lot 2 of SW1/4NW1/4	35.13
State Line Road	T25N R6E	sec 7			% lot 2 of NW1/4SW1/4	35.15
State Line Road	T25N R6E	sec 7	nwne		N1/2NE1/4	80.00
State Line Road	T25N R6E	sec 7	SW1/4NE1/4	40.00		40.00
State Line Road	T26N R6E	sec 33	lot 3	21.95		21.95
Old Spanish Trail Highway	T20N R7E	sec 1	SE1/4SW1/4	40.00		40.00
Old Spanish Trail Highway	T20N R7E	sec 1	SW1/4SE1/4	40.00		40.00
Furnace Creek Road	T20N R7E	sec 3	swse		*	10
Furnace Creek Road	T20N R7E	sec 3	lot 3	39.84		39.84
Furnace Creek Road	T20N R7E	sec 3	lot 4	40.05		40.05
Furnace Creek Road	T20N R7E	sec 3	SE1/4NW1/4	40.00		40.00
Furnace Creek Road	T20N R7E	sec 3			NE1/4NE1/4SW1/4	10.00
Furnace Creek Road	T20N R7E	sec 3	nwse		W1/2SE1/4	80.00



Tecopa Hot Springs Road	T20N R7E	sec 4			SE¼NW¼	40.00	
Tecopa Hot Springs Road	T20N R7E	sec 4			E¼SW¼	80.00	
Tecopa Hot Springs Road	T20N R7E	sec 4			SW¼SE¼	40.00	
Old Spanish Trail Highway	T20N R7E	sec 5	SW¼SW¼	40.00		40.00	
Old Spanish Trail Highway	T20N R7E	sec 6	sese		*		10
Old Spanish Trail Highway	T20N R7E	sec 6	lot 4	36.81		36.81	
Old Spanish Trail Highway	T20N R7E	sec 6	lot 5	36.95		36.95	
Old Spanish Trail Highway	T20N R7E	sec 6	SE¼NW¼	40.00		40.00	
Old Spanish Trail Highway	T20N R7E	sec 6	NE¼SW¼	40.00		40.00	
Old Spanish Trail Highway	T20N R7E	sec 6	NW¼SE¼	40.00		40.00	
Old Spanish Trail Highway	T20N R7E	sec 6	swse		S¼SE¼	80.00	
Old Spanish Trail Highway	T20N R7E	sec 8	nenw		*		10
Old Spanish Trail Highway	T20N R7E	sec 8	SW¼NE¼	40.00		40.00	
Old Spanish Trail Highway	T20N R7E	sec 8	sene		S¼SE¼NE¼	20.00	9
Old Spanish Trail Highway	T20N R7E	sec 8	nwnw		N¼NW¼	80.00	
Old Spanish Trail Highway	T20N R7E	sec 8	SE¼NW¼	40.00		40.00	
Tecopa Hot Springs Road	T20N R7E	sec 9			NW¼NE¼	40.00	
Tecopa Hot Springs Road	T20N R7E	sec 9			N¼SW¼NE¼	20.00	
Old Spanish Trail Highway	T20N R7E	sec 9	swnw		S¼NW¼	80.00	
Old Spanish Trail Highway	T20N R7E	sec 9	SE¼NW¼	40.00	*		
Old Spanish Trail Highway	T20N R7E	sec 10	sene		*		8
Furnace Creek Road	T20N R7E	sec 10	NE¼NE¼	40.00		40.00	
Furnace Creek Road	T20N R7E	sec 10			NE¼NW¼NE¼	10.00	
Old Spanish Trail Highway	T20N R7E	sec 10	SW¼NE¼	40.00	*		
Furnace Creek Road	T20N R7E	sec 10	SE¼NE¼	40.00	S¼NE¼	80.00	6
Anderson Road	T20N R7E	sec 10	e2NE¼NW¼SE¼SW¼	1.25	NE¼SE¼NE¼SW¼	2.50	1
Bob White Way	T20N R7E	sec 10	S¼SW¼NE¼SW¼SE¼	1.25	*		1*
Downey Road	T20N R7E	sec 10	E¼SE¼NE¼SW¼	5.00	SE¼SE¼NE¼SW¼	2.50	
Downey Road	T20N R7E	sec 10	W¼SW¼SW¼NW¼SE¼	1.25	NW¼NW¼SE¼SW¼	2.50	
Bob White Way	T20N R7E	sec 10	S¼SE¼NE¼SW¼SE¼	1.25	S¼NE¼SW¼SE¼	5.00	1
Bob White Way	T20N R7E	sec 10	S¼NE¼SE¼SE¼	5.00		5.00	
Bob White Way	T20N R7E	sec 10	S¼NW¼SE¼SE¼	5.00		5.00	
Bob White Way	T20N R7E	sec 11	S¼NW¼SW¼SW¼	5.00	*		*
Furnace Creek Road	T20N R7E	sec 11	swswe		*		10
Old Spanish Trail Highway	T20N R7E	sec 11	nene		*		10
Old Spanish Trail Highway	T20N R7E	sec 11	nsw		*		8
Old Spanish Trail Highway	T20N R7E	sec 11	SW¼NE¼	40.00		40.00	
Old Spanish Trail Highway	T20N R7E	sec 11	sene		E¼NE¼	80.00	
Old Spanish Trail Highway	T20N R7E	sec 11	SE¼NW¼	40.00		40.00	
Old Spanish Trail Highway	T20N R7E	sec 11	NE¼SW¼	40.00		40.00	
Furnace Creek Road	T20N R7E	sec 11	s2nsw		NW¼SW¼	40.00	6
Bob White Way	T20N R7E	sec 11	S¼NE¼SW¼SW¼	5.00	SW¼SW¼	40.00	2
Furnace Creek Road	T20N R7E	sec 11	SW¼SE¼SW¼	10.00		10.00	
Old Spanish Trail Highway	T20N R7E	sec 12	nenw		*		10
Old Spanish Trail Highway	T20N R7E	sec 12	nwnw		N¼NW¼	80.00	
Furnace Creek Road	T20N R7E	sec 13	SW¼SW¼SW¼	10.00		10.00	
Furnace Creek Road	T20N R7E	sec 14	SW¼NE¼	40.00		40.00	
Furnace Creek Road	T20N R7E	sec 14	NE¼NW¼	40.00		40.00	
Furnace Creek Road	T20N R7E	sec 14			NE¼NW¼NW¼	10.00	***
Furnace Creek Road	T20N R7E	sec 14	SE¼NW¼	40.00		40.00	
Furnace Creek Road	T20N R7E	sec 14	SW¼NE¼SE¼	10.00		10.00	
Furnace Creek Road	T20N R7E	sec 14	NW¼SE¼	40.00		40.00	
Furnace Creek Road	T20N R7E	sec 14	SE¼SE¼	40.00		40.00	
China Ranch Road	T20N R7E	sec 23	SE¼SE¼SE¼	10.00		10.00	
Furnace Creek Road	T20N R7E	sec 24	nene		*		10
Furnace Creek Road	T20N R7E	sec 24	nwnw		*		10
Furnace Creek Road	T20N R7E	sec 24	nwne		N¼NE¼	80.00	
Furnace Creek Road	T20N R7E	sec 24			NE¼SE¼NE¼	10.00	
Furnace Creek Road	T20N R7E	sec 24	SW¼NW¼	40.00		40.00	
China Ranch Road	T20N R7E	sec 24	W¼NW¼	80.00	N¼NW¼	80.00	3

China Ranch Road	T20N R7E	sec 24	W½SW¼	80.00		80.00	3
China Ranch Road	T20N R7E	sec 26			N¼NE¼NE¼	20.00	
China Ranch Road	T20N R7E	sec 26			SW¼NE¼NE¼	10.00	
China Ranch Road	T20N R7E	sec 26			SE¼SW¼NE¼	10.00	
China Ranch Road	T20N R7E	sec 26			W¼SE¼NE¼	20.00	
Furnace Creek Road	T21N R7E	sec 19	sesese		% por tract 37	0.00	
Furnace Creek Wash Road	T21N R7E	sec 19	s2sese		% por tract 37	0.00	
Furnace Creek Wash Road	T21N R7E	sec 19	lot 7	40.74		40.74	
Furnace Creek Wash Road	T21N R7E	sec 19	lot 8	3.26		3.26	
Furnace Creek Wash Road	T21N R7E	sec 19	SE¼SW¼	40.00		40.00	
Furnace Creek Road	T21N R7E	sec 28	SW¼SW¼	40.00		40.00	
Furnace Creek Road	T21N R7E	sec 28			SW¼SE¼SW¼	10.00	***
Furnace Creek Road	T21N R7E	sec 29	senw		*		10
Furnace Creek Road	T21N R7E	sec 29	swnw		% por of tract 37	80.00	
Furnace Creek Road	T21N R7E	sec 29	nwnwnw		*		10
Furnace Creek Road	T21N R7E	sec 29	lot 1	36.90		36.90	
Furnace Creek Road	T21N R7E	sec 29	lot 3	37.09		37.09	
Furnace Creek Road	T21N R7E	sec 29			lot 2	37.07	
Furnace Creek Road	T21N R7E	sec 29	SE¼SE¼	40.00	E1/2SE¼	80.00	10
Furnace Creek Road	T21N R7E	sec 30			% por tract 37	160.00	
Noonday Street	T21N R7E	sec 33	n2sesw		*		
Tecopa Hot Springs Road	T21N R7E	sec 33	sesw		*		10
Furnace Creek Road	T21N R7E	sec 33	SW¼NE¼	40.00		40.00	
Furnace Creek Road	T21N R7E	sec 33			SW¼SE¼NE¼	10.00	
Furnace Creek Road	T21N R7E	sec 33	NE¼NW¼	40.00		40.00	
Furnace Creek Road	T21N R7E	sec 33			NE¼NW¼NW¼	10.00	***
Noonday Street	T21N R7E	sec 33	s2sesw		SE¼SW¼	40.00	5
Furnace Creek Road	T21N R7E	sec 34	NW¼SW¼	40.00		40.00	
Furnace Creek Road	T21N R7E	sec 34		40.00	S½SW1/4	80.00	
Old Spanish Trail Highway	T20N R8E	sec 6	lot 3	40.14		40.14	
Old Spanish Trail Highway	T20N R8E	sec 6	lot 4	45.43		45.43	
Old Spanish Trail Highway	T20N R8E	sec 6	lot 5	45.33		45.33	
Furnace Creek Road	T20N R8E	sec 19	lot 2	45.67		45.67	
Furnace Creek Road	T20N R8E	sec 19	SW¼SE¼NW¼	10.00		10.00	
Furnace Creek Road	T20N R8E	sec 19	NE¼SW¼	40.00		40.00	
Furnace Creek Road	T20N R8E	sec 19	SW¼NE¼SE¼	10.00		10.00	
Furnace Creek Road	T20N R8E	sec 19	NW¼SE¼	40.00		40.00	
Furnace Creek Road	T20N R8E	sec 19	SE¼SE¼	40.00		40.00	
Furnace Creek Road	T20N R8E	sec 20	SW¼SW¼	40.00		40.00	
Furnace Creek Road	T20N R8E	sec 20	SE¼SW¼	40.00		40.00	
Furnace Creek Road	T20N R8E	sec 20	swswe		S¼SW¼SE¼	20.00	
Furnace Creek Road	T20N R8E	sec 21	nese		S¼NE¼SE¼	20.00	
Furnace Creek Road	T20N R8E	sec 21	SW¼SE¼	40.00	*		
Furnace Creek Road	T20N R8E	sec 21	SE¼SE¼	40.00	S¼SE¼	80.00	
Furnace Creek Road	T20N R8E	sec 22	nsw		S¼NW¼SW¼	20.00	
Furnace Creek Road	T20N R8E	sec 22	SW¼SW¼	40.00	*		
Furnace Creek Road	T20N R8E	sec 22	SE¼SW¼	40.00	S¼SW¼	80.00	
Mesquite Valley Road	T20N R8E	sec 25	nene		*		10
Mesquite Valley Road	T20N R8E	sec 25	nesw		*		0
Mesquite Valley Road	T20N R8E	sec 25			SE¼SW¼NE¼	10.00	
Mesquite Valley Road	T20N R8E	sec 25	sene		E¼NE¼	80.00	
Mesquite Valley Road	T20N R8E	sec 25	SW¼SW¼	40.00		40.00	
Smith Talc Road	T20N R8E	sec 25	SE¼SW¼	40.00	*		
Mesquite Valley Road	T20N R8E	sec 25	sesw		E¼SW¼	80.00	
Mesquite Valley Road	T20N R8E	sec 25	nwse		N¼SE¼	80.00	
Mesquite Valley Road	T20N R8E	sec 26	sese		*		10
Mesquite Valley Road	T20N R8E	sec 26	sesw		*		11
Mesquite Valley Road	T20N R8E	sec 26	sww		*		11
Smith Talc Road	T20N R8E	sec 26	SW¼SW¼	40.00	*		11
Mesquite Valley Road	T20N R8E	sec 26	swse		S¼SE¼	80.00	

Western Talc Road	T20N R8E	sec 27	sesw		*		10
Furnace Creek Road	T20N R8E	sec 27	nwne		W½E½NW¼NE¼	10.00	**
Furnace Creek Road	T20N R8E	sec 27	swne		E½SW¼NE¼	20.00	
Furnace Creek Road	T20N R8E	sec 27	NE¼NW¼	40.00		40.00	
Western Talc Road	T20N R8E	sec 27	sww		S½SW¼	80.00	10
Furnace Creek Road	T20N R8E	sec 27	SW¼NE¼SE¼	10.00		10.00	
Furnace Creek Road	T20N R8E	sec 27	nwse		E½NW¼SE¼	20.00	
Furnace Creek Road	T20N R8E	sec 28	NE¼NW¼	40.00	*		
Furnace Creek Road	T20N R8E	sec 28	nwne		N½NW¼NE¼	20.00	
Furnace Creek Road	T20N R8E	sec 28	NW¼NW¼	40.00	N½NW¼	80.00	
Furnace Creek Road	T20N R8E	sec 29	NE¼NE¼	40.00		40.00	
Furnace Creek Road	T20N R8E	sec 29	NE¼NW¼NE¼	10.00		10.00	
Western Talc Road	T20N R8E	sec 33	sene		*		10
Western Talc Road	T20N R8E	sec 33	senw		*		10
Western Talc Road	T20N R8E	sec 33	nwse		NW¼NE¼	40.00	10
Western Talc Road	T20N R8E	sec 33	swne		S½NE¼	80.00	
Western Talc Road	T20N R8E	sec 33	NE¼NW¼	40.00		40.00	
Western Talc Road	T20N R8E	sec 33	swnw		S½NW¼	80.00	
Western Talc Road	T20N R8E	sec 34	nenw		*		10
Western Talc Road	T20N R8E	sec 34	nwnw		*		10
Western Talc Road	T20N R8E	sec 34	senw		*		10
Western Talc Road	T20N R8E	sec 34	swnw		NW¼	160.00	10
Old Spanish Trail Highway	T21N R8E	sec 25	sese		*		10
Old Spanish Trail Highway	T21N R8E	sec 25	sesw		*		10
Old Spanish Trail Highway	T21N R8E	sec 25	NW¼SW¼	40.00		40.00	
Old Spanish Trail Highway	T21N R8E	sec 25	nesw		E½SW¼	80.00	
Old Spanish Trail Highway	T21N R8E	sec 25	swse		S½SE¼	80.00	
Old Spanish Trail Highway	T21N R8E	sec 26	nese		*		10
Old Spanish Trail Highway	T21N R8E	sec 26	nesw		*		10
Old Spanish Trail Highway	T21N R8E	sec 26	nws		N½SW¼	80.00	
Old Spanish Trail Highway	T21N R8E	sec 26	nwse		N½SE¼	80.00	
Old Spanish Trail Highway	T21N R8E	sec 27	nese		*		10
Old Spanish Trail Highway	T21N R8E	sec 27	sesw		*		10
Old Spanish Trail Highway	T21N R8E	sec 27	NE¼SW¼	40.00		40.00	
Old Spanish Trail Highway	T21N R8E	sec 27	sww		S½SW¼	80.00	
Old Spanish Trail Highway	T21N R8E	sec 27	nwse		N½SE¼	80.00	
Old Spanish Trail Highway	T21N R8E	sec 28	SE¼SE¼	40.00		40.00	
Old Spanish Trail Highway	T21N R8E	sec 31	SE¼SW¼	40.00		40.00	
Old Spanish Trail Highway	T21N R8E	sec 32	sene		*		10
Old Spanish Trail Highway	T21N R8E	sec 32	nwse		*		10
Old Spanish Trail Highway	T21N R8E	sec 32	nws		*		11
Old Spanish Trail Highway	T21N R8E	sec 32	swne			80.00	
Old Spanish Trail Highway	T21N R8E	sec 32	NE¼SW¼	40.00		40.00	
Old Spanish Trail Highway	T21N R8E	sec 32	SW¼SW¼	40.00	S½SW¼	80.00	
Old Spanish Trail Highway	T21N R8E	sec 32			N½SE¼	80.00	
Old Spanish Trail Highway	T21N R8E	sec 33	nene		*		10
Old Spanish Trail Highway	T21N R8E	sec 33	nenw		*		10
Old Spanish Trail Highway	T21N R8E	sec 33	nwne		N½NE¼	80.00	
Old Spanish Trail Highway	T21N R8E	sec 33	SW¼NW¼	40.00		40.00	
Old Spanish Trail Highway	T21N R8E	sec 33	senw		E½NW¼	80.00	
Mesquite Valley Road	T20N R9E	sec 1	s2		% S 1/2 unsurveyed	320.50	7
Mesquite Valley Road	T20N R9E	sec 2	s2		% S 1/2 unsurveyed	320.50	7
Mesquite Valley Road	T20N R9E	sec 3	sesese		% S 1/2 unsurveyed	320.50	7
Mesquite Valley Road	T20N R9E	sec 6	n2		*		
Mesquite Valley Road	T20N R9E	sec 6	s2		% all unsurveyed	860.00	
Mesquite Valley Road	T20N R9E	sec 7	n2		*		10
Mesquite Valley Road	T20N R9E	sec 7	s2		% all unsurveyed	861.00	
Mesquite Valley Road	T20N R9E	sec 9	se		% all unsurveyed	640.00	
Mesquite Valley Road	T20N R9E	sec 10	nwnw		% N1/2 unsurveyed	320.00	
Mesquite Valley Road	T20N R9E	sec 17	nene		*		10

Mesquite Valley Road	T20N R9E	sec 17	swne		*		10
Mesquite Valley Road	T20N R9E	sec 17	nesw		*		10
Mesquite Valley Road	T20N R9E	sec 17	sww		% all unsurveyed	640.00	
Mesquite Valley Road	T20N R9E	sec 18	w2		% all unsurveyed	862.00	
Mesquite Valley Road	T20N R9E	sec 19	se		% all unsurveyed	863.00	
Smith Talc Road	T20N R9E	sec 30	SW¼SW¼	40.00		40.00	
Mesquite Valley Road	T20¼N R9E	sec 31	e2		% all unsurveyed	467.00	
Old Spanish Trail Highway	T21N R9E	sec 3	nesw		*		10
Old Spanish Trail Highway	T21N R9E	sec 3	lot 5			0.00	
Old Spanish Trail Highway	T21N R9E	sec 3	SE¼NW¼	40.00		40.00	
Old Spanish Trail Highway	T21N R9E	sec 3	SW¼SW¼	40.00		40.00	
Old Spanish Trail Highway	T21N R9E	sec 3	sesw		E½SW¼	80.00	
Old Spanish Trail Highway	T21N R9E	sec 9	sese		E½SE¼	80.00	
Old Spanish Trail Highway	T21N R9E	sec 10	nwnw		*		10
Old Spanish Trail Highway	T21N R9E	sec 10	nsw		*		10
Old Spanish Trail Highway	T21N R9E	sec 10	swnw		W1/2NW1/4	80.00	
Old Spanish Trail Highway	T21N R9E	sec 10	sww		W½SW¼	80.00	
Old Spanish Trail Highway	T21N R9E	sec 16	lot 6		% remove	0.00	
Old Spanish Trail Highway	T21N R9E	sec 16	lot 7		% remove	0.00	
Old Spanish Trail Highway	T21N R9E	sec 16			% por of tract 37 being the E1/2	340.00	
Old Spanish Trail Highway	T21N R9E	sec 16	lot 1	21.12		21.12	
Old Spanish Trail Highway	T21N R9E	sec 16	lot 5	19.18		19.18	
Old Spanish Trail Highway	T21N R9E	sec 21	nesw		*		10
Old Spanish Trail Highway	T21N R9E	sec 21	lot 2	36.43		36.43	
Old Spanish Trail Highway	T21N R9E	sec 21	SW¼NE¼	40.00		40.00	
Old Spanish Trail Highway	T21N R9E	sec 21	sesw		E½SW¼	80.00	
Old Spanish Trail Highway	T21N R9E	sec 21	NW¼SE¼	40.00		40.00	
Mesquite Valley Road	T21N R9E	sec 27	sese		*		11
Mesquite Valley Road	T21N R9E	sec 28	swwnw		*		10
Old Spanish Trail Highway	T21N R9E	sec 28	nenw		*		10
Mesquite Valley Road	T21N R9E	sec 28	nsw		*		10
Old Spanish Trail Highway	T21N R9E	sec 28	nwnw		N½NW¼	80.00	
Mesquite Valley Road	T21N R9E	sec 28			*		
Old Spanish Trail Highway	T21N R9E	sec 28	SW¼NW¼	40.00		40.00	
Mesquite Valley Road	T21N R9E	sec 28	sww		W½SW¼	80.00	
Old Spanish Trail Highway	T21N R9E	sec 29	nesw		*		10
Old Spanish Trail Highway	T21N R9E	sec 29	SW¼NE¼	40.00		40.00	
Old Spanish Trail Highway	T21N R9E	sec 29	sene		E½NE¼	80.00	
Old Spanish Trail Highway	T21N R9E	sec 29	SE¼NW¼	40.00		40.00	
Old Spanish Trail Highway	T21N R9E	sec 29	nsw		N½SW¼	80.00	
Mesquite Valley Road	T21N R9E	sec 29	sese		SE¼SE¼	40.00	
Old Spanish Trail Highway	T21N R9E	sec 30	nese		*		10
Old Spanish Trail Highway	T21N R9E	sec 30	SE¼SW¼	40.00		40.00	
Old Spanish Trail Highway	T21N R9E	sec 30	SW¼SE¼	40.00		40.00	
Old Spanish Trail Highway	T21N R9E	sec 30	sese		E½SE¼	80.00	
Old Spanish Trail Highway	T21N R9E	sec 31	lot 1	40.00		40.00	
Old Spanish Trail Highway	T21N R9E	sec 31	lot 2	11.40		11.40	
Old Spanish Trail Highway	T21N R9E	sec 31	NE¼NW¼	40.00		40.00	
Mesquite Valley Road	T21N R9E	sec 32	nene		*		10
Mesquite Valley Road	T21N R9E	sec 32	senw		*		10
Mesquite Valley Road	T21N R9E	sec 32	nesw		*		10
Mesquite Valley Road	T21N R9E	sec 32	nwne		N½NE¼	80.00	
Mesquite Valley Road	T21N R9E	sec 32	SW¼NE¼	40.00		40.00	
Mesquite Valley Road	T21N R9E	sec 32			SE¼NW¼	40.00	
Mesquite Valley Road	T21N R9E	sec 32	sww		SW¼	160.00	
Mesquite Valley Road	T21¼N R9E	sec 22	lot 1	15.17		15.17	
Old Spanish Trail Highway	T21¼N R9E	sec 25	sese		*		10
Old Spanish Trail Highway	T21¼N R9E	sec 25	sesw		*		10
Old Spanish Trail Highway	T21¼N R9E	sec 25	sww		S½SW¼	80.00	
Old Spanish Trail Highway	T21¼N R9E	sec 25	swse		S½SE¼	80.00	



The following documents were examined for this review:

<b>Description</b>	<b>Location</b>	<b>Approval Date</b>	<b>Source</b>
Original Survey	T20.5N R9E SBM	7/1/1958	BLM
Master Title Plat	T20.5N R9E SBM	5/11/2017	BLM
Original Survey	T20N R6E SBM	3/19/1858	BLM
Original survey and dependent resurvey	T20N R6E SBM	5/12/1880	BLM
Resurvey	T20N R6E SBM	5/15/1935	BLM
Master Title Plat	T20N R6E SBM	3/18/2018	BLM
Original Survey	T20N R7E SBM	3/23/1920	BLM
Master Title Plat	T20N R7E SBM	8/25/2020	BLM
Sec 10 Supplemental Master Title Plat	T20N R7E SBM	5/23/2017	BLM
Original Survey	T20N R8E SBM	12/13/1929	BLM
MS. No. 6495	T20N R8E SBM	6/21/1955	BLM
Master Title Plat	T20N R8E SBM	9/30/2013	BLM
Original Survey	T20N R9E SBM	7/1/1958	BLM
Protraction Diagram No. 19	T20N R9E SBM	6/10/1969	BLM
Master Title Plat	T20N R9E SBM	5/10/2017	BLM
Original Survey	T20N R10E SBM	7/1/1958	BLM
Protraction Diagram No. 19	T20N R10E SBM	6/10/1969	BLM
Master Title Plat	T20N R10E SBM	10/14/2021	BLM
Original Survey	T21.5N R9E SBM	3/18/1940	BLM
Master Title Plat	T21.5N R9E SBM	12/4/2017	BLM
Original Survey	T21N R6E SBM	3/19/1858	BLM
South Boundary Dependent resurvey	T21N R6E SBM	11/30/1942	BLM
Master Title Plat	T21N R6E SBM	6/19/20014	BLM
Original Survey	T21N R7E SBM	3/19/1858	BLM
Amendments of section 18 & 19	T21N R7E SBM	4/20/1883	BLM
Survey, Dependent resurvey, survey of tract 37	T21N R7E SBM	3/23/1920	BLM
Master Title Plat	T21N R7E SBM	9/20/2018	BLM
Original Survey	T21N R8E SBM	3/19/1858	BLM
Original survey and dependent resurvey	T21N R8E SBM	3/23/1920	BLM
Master Title Plat	T21N R8E SBM	11/17/2017	BLM
Original Survey	T21N R9E SBM	3/19/1858	BLM
Independent resurvey and survey	T21N R9E SBM	3/18/1940	BLM
Master Title Plat	T21N R9E SBM	5/11/2017	BLM
Original Survey	T22N R6E SBM	3/19/1858	BLM
Master Title Plat	T22N R6E SBM	12/7/2017	BLM
Original Survey	T22N R9E SBM	3/19/1858	BLM
Original Survey	T22N R9E SBM	5/12/1880	BLM
Fractional township survey	T22N R9E SBM	4/30/1935	BLM
Master Title Plat	T22N R9E SBM	illegible date	BLM
Original Survey	T22N R10E SBM	3/19/1858	BLM
Original Survey	T22N R10E SBM	5/12/1879	BLM
Independent resurvey and survey	T22N R10E SBM	4/26/1935	BLM

Master Title Plat	T22N R10E SBM	illegible date	BLM
Original Survey (Cancelled)	T24N R4E SBM	3/19/1858	BLM
Protraction Diagram No. 27	T24N R4E SBM	3/16/1970	BLM
Master Title Plat	T24N R4E SBM	8/22/2019	BLM
Original Survey	T24N R5E SBM	3/19/1858	BLM
Master Title Plat	T24N R5E SBM	7/7/2008	BLM
Original Survey	T25N R5E SBM	3/19/1858	BLM
Dependent resurvey and subdivision	T25N R5E SBM	7/31/2002	BLM
Master Title Plat	T25N R5E SBM	7/20/2016	BLM
Original Survey	T25N R6E SBM	3/19/1858	BLM
Original Survey	T25N R6E SBM	5/12/1880	BLM
Resurvey	T25N R6E SBM	5/15/1935	BLM
Master Title Plat	T25N R6E SBM	7/27/1995	BLM
Original Survey	T26N R5E SBM	3/19/1858	BLM
Original Survey	T26N R5E SBM	5/12/1879	BLM
Resurvey	T26N R5E SBM	5/17/1935	BLM
Dependent resurvey	T26N R5E SBM	11/30/1942	BLM
Master Title Plat	T26N R5E SBM	9/16/2016	BLM
Original Survey	T26N R6E SBM	3/19/1858	BLM
Resurvey	T26N R6E SBM	5/13/1935	BLM
Master Title Plat	T26N R6E SBM	illegible date	BLM

The following description is formatted for the Federal Register:

LAND DESCRIPTION

San Bernardino Meridian, California

- T. 24 N., R. 4 E.,  
sec. 1, unsurveyed, excepting M.S. No. 4856 & M.S. No. 2440;  
sec. 2, unsurveyed.
- T. 24 N., R. 5 E.,  
sec. 6, lot 1 of SW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> and lots 2 of N<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>.
- T. 25 N., R. 5 E.,  
sec. 12, SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> and SE<sup>1</sup>/<sub>4</sub>;  
sec. 13, N<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>;  
sec. 14, SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, E<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, and NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;  
sec. 22, SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;  
sec. 27, NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, and W<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>;  
sec. 28, S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, E<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>, and NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;  
sec. 29, SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;  
sec. 31, lot 1 of SW<sup>1</sup>/<sub>4</sub>, lot 2 of SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>, and W<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>;  
sec. 32, N<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, E<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>, and NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>.
- T. 26 N., R. 5 E.,  
sec. 10, lots 4 and 6 and SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;  
sec. 15, NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>, and NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>;  
sec. 21, NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>.
- T. 20 N., R. 6 E.,  
sec. 1, N<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, unsurveyed.
- T. 21 N., R. 6 E.,  
sec. 5, NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> and S<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>;  
sec. 6, lot 1 of NE<sup>1</sup>/<sub>4</sub>, lot 2 of NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, lot 2 of NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, and NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;  
sec. 8, NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, and NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;  
sec. 9, SW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, and SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>;  
sec. 15, SW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>, and SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;  
sec. 22, NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>;  
sec. 23, SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>,  
SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>, and NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;  
sec. 24, NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>, and S<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>;  
sec. 36, SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> and SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>.
- T. 22 N., R. 6 E.,  
sec. 31, lot 1 of SW<sup>1</sup>/<sub>4</sub> and lots 2 of SW<sup>1</sup>/<sub>4</sub>;
- T. 25 N., R. 6 E.,  
sec. 4, lot 1 of NW<sup>1</sup>/<sub>4</sub>, lots 2 of NW<sup>1</sup>/<sub>4</sub>, and lot 4.  
sec. 5, lot 1 of NE<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, E<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>, and N<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>;  
sec. 6, SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;  
sec. 7, lot 1 of NW<sup>1</sup>/<sub>4</sub>, lot 2 of SW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, lot 2 of NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, and  
SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>.
- T. 26 N., R. 6 E.,  
sec. 33, lot 3.



T. 20 N., R. 7 E.,

- sec. 1, SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> and SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;
- sec. 3, lots 3 and 4, SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, and W<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>;
- sec. 4, SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, E<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>, and SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;
- sec. 5, SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>;
- sec. 6, lots 4 and 5, SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>, and S<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>;
- sec. 8, N<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, and SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>;
- sec. 9, NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, and S<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>;
- sec. 10, NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>,  
NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>,  
and S<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;
- sec. 11, SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, E<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, and  
SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>;
- sec. 12, N<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>;
- sec. 13, SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>;
- sec. 14, SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>,  
NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>, and SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;
- sec. 23, SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;
- sec. 24, N<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, and W<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>,
- sec. 26, N<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, and W<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>.

T. 21 N., R. 7 E.,

- sec. 19, lots 7 and 8, SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, and portions of tract 37;
- sec. 28, SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> and SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>;
- sec. 29, lots 1 thru 3, E<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>, and portions of tract 37;
- sec. 30, portions of tract 37;
- sec. 33, SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, and SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>;
- sec. 34, NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> and S<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>.

T. 20 N., R. 8 E.,

- sec. 6, lots 3, 4, and 5;
- sec. 19, lot 2, SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>, and  
SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;
- sec. 20, SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, and S<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;
- sec. 21, S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub> and S<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>;
- sec. 22, S<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> and S<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>;
- sec. 25, SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, E<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, E<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>, and N<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>;
- sec. 26, S<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>;
- sec. 27, W<sup>1</sup>/<sub>2</sub>E<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, E<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>,  
and E<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;
- sec. 28, N<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, and N<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>;
- sec. 29, NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> and NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>;
- sec. 33, NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, and S<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>;
- sec. 34, NW<sup>1</sup>/<sub>4</sub>.

T. 21 N., R. 8 E.,

- sec. 25, NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, E<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>, and S<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>;
- sec. 26, N<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub> and N<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>;
- sec. 27, NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>, and N<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>;
- sec. 28, SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;
- sec. 31, SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>;

sec. 32, S $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , and N $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
sec. 33, N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , and E $\frac{1}{2}$ NW $\frac{1}{4}$ .

T. 20 N., R. 9 E.,  
sec. 1, S $\frac{1}{2}$ , unsurveyed;  
sec. 2, S $\frac{1}{2}$ , unsurveyed;  
sec. 3, S $\frac{1}{2}$ , unsurveyed;  
sec. 6, unsurveyed;  
sec. 7, unsurveyed;  
sec. 9, unsurveyed;  
sec. 10, N $\frac{1}{2}$ , unsurveyed;  
sec. 17, unsurveyed;  
sec. 18, unsurveyed;  
sec. 19, unsurveyed;  
sec. 30, SW $\frac{1}{4}$ SW $\frac{1}{4}$ , unsurveyed.

T. 20 $\frac{1}{2}$  N., R. 9 E.,  
sec. 31, unsurveyed.

T. 21 N., R. 9 E.,  
sec. 3, lot 5, SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$ , and E $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
sec. 9, E $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
sec. 10, W $\frac{1}{2}$ NW $\frac{1}{4}$  and W $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
sec. 16, lots 1 and 5 and a portion of tract 37;  
sec. 21, lot 2, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , and NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
sec. 28, N $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , and W $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
sec. 29, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , and SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
sec. 30, SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , and E $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
sec. 31, lots 1 and 2 and NE $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
sec. 32, N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , and SW $\frac{1}{4}$ .

T. 21 $\frac{1}{2}$  N., R. 9 E.,  
sec. 22, lot 1;  
sec. 25, S $\frac{1}{2}$ SW $\frac{1}{4}$  and S $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
sec. 26, S $\frac{1}{2}$ SW $\frac{1}{4}$  and S $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
sec. 27, E $\frac{1}{2}$ NE $\frac{1}{4}$  and E $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
sec. 34, N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , and W $\frac{1}{2}$ SE $\frac{1}{4}$ .

T. 22 N., R. 9 E.,  
sec. 27, E $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
sec. 34, E $\frac{1}{2}$ NE $\frac{1}{4}$  and E $\frac{1}{2}$ SE $\frac{1}{4}$ .

T. 20 N., R. 10 E.,  
sec. 5, S $\frac{1}{2}$ , unsurveyed;  
sec. 6, S $\frac{1}{2}$ , unsurveyed;  
sec. 8, E $\frac{1}{2}$ , unsurveyed;  
sec. 9, SW $\frac{1}{4}$ , unsurveyed;  
sec. 21, E $\frac{1}{2}$ , unsurveyed;  
sec. 28, E $\frac{1}{2}$ , unsurveyed;

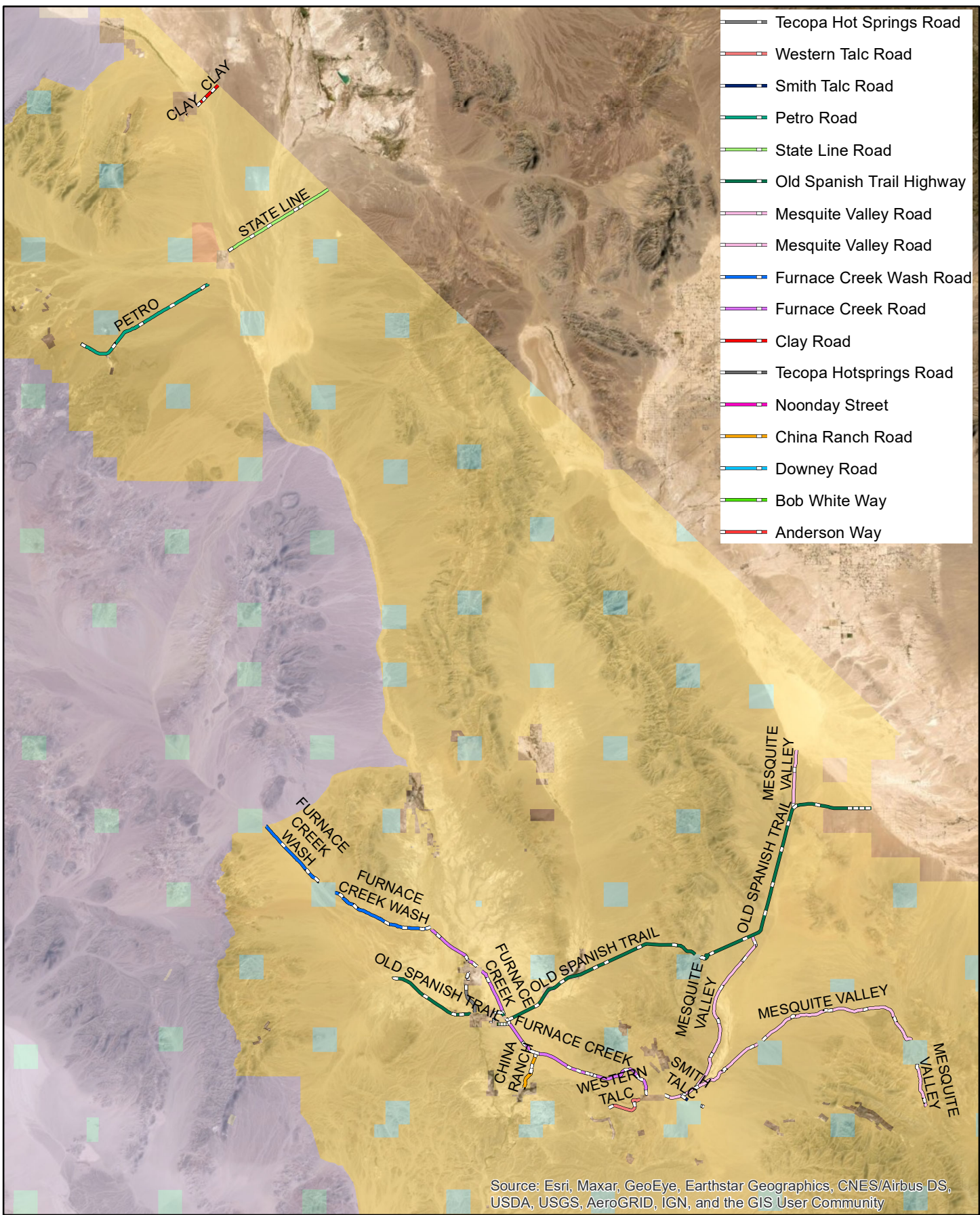
T. 22 N., R. 10 E.,  
sec. 30, lot 6, SE $\frac{1}{4}$ SW $\frac{1}{4}$ , and S $\frac{1}{2}$ SE $\frac{1}{4}$ .

The areas described aggregate 22,967.64 acres.

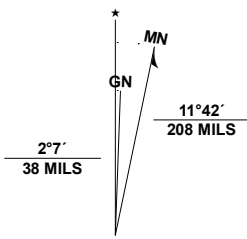
END OF LAND DESCRIPTION

Respectfully,  
Ashley Holshue  
Cadastral Land Surveyor  
760-567-5066

# Inyo County Roads



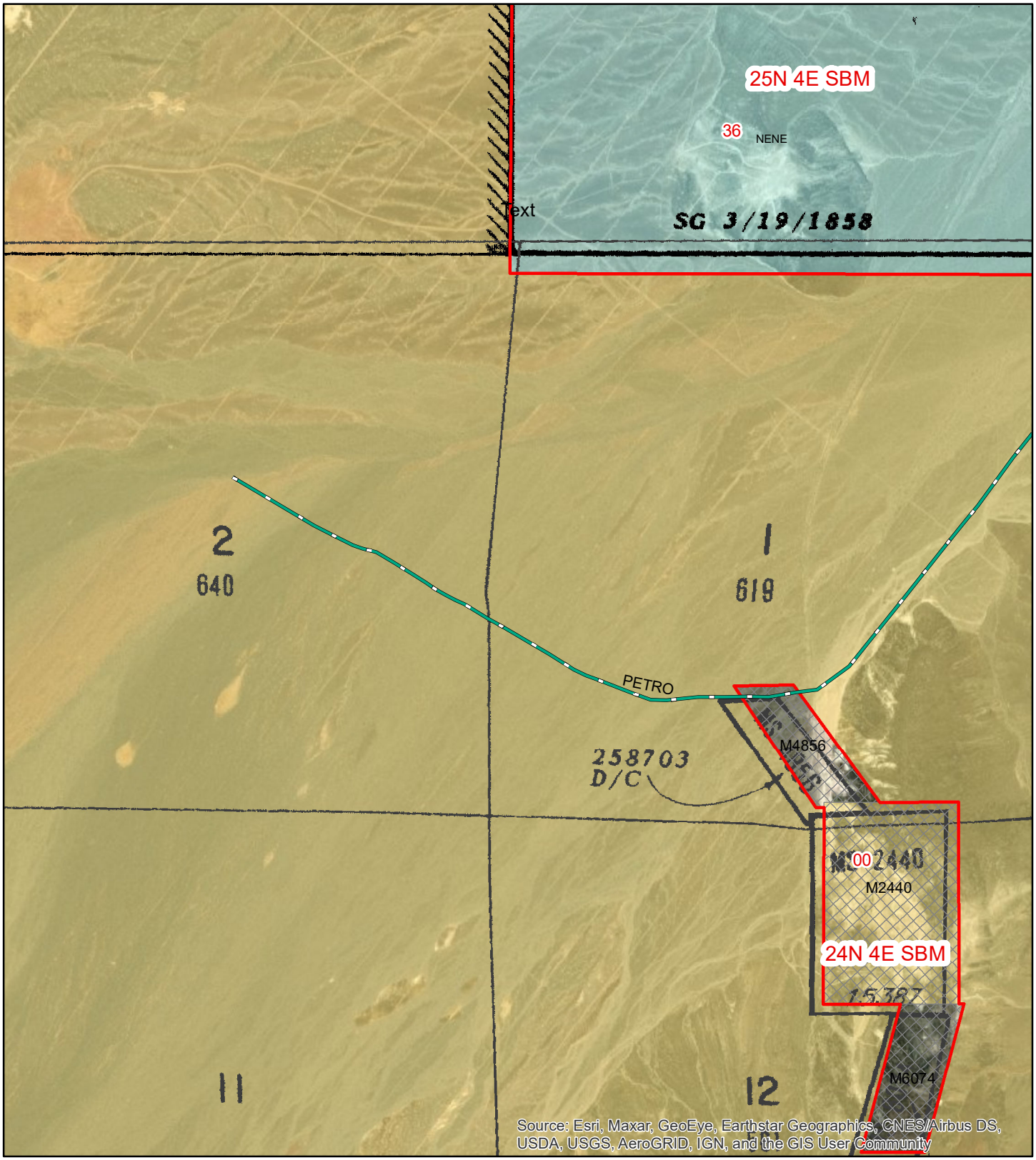
# Inyo County Roads



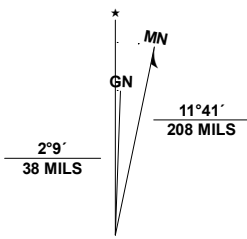
UTM GRID AND 2022 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

- Petro Road
- Townships
- Sections
- Aliquot Parts
- Special Surveys selection

## T24N R4E Unserved



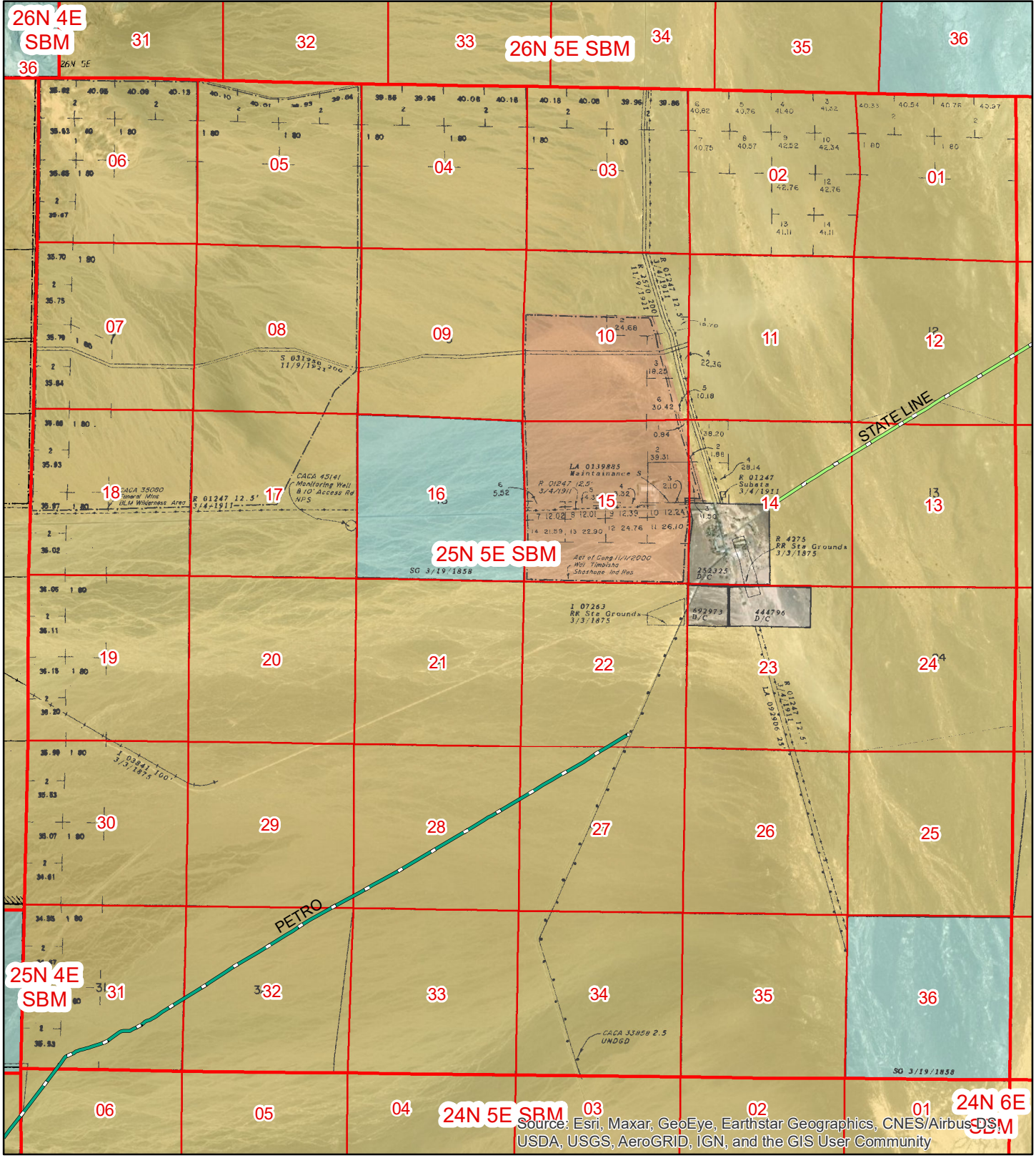
# Inyo County Roads



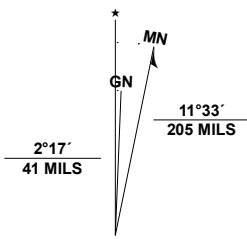
UTM GRID AND 2022 MAGNETIC NORTH  
DECLINATION AT CENTER OF SHEET

- Petro Road
- State Line Road
- Townships
- Sections

**Tps. 24 and 25 N R5E**

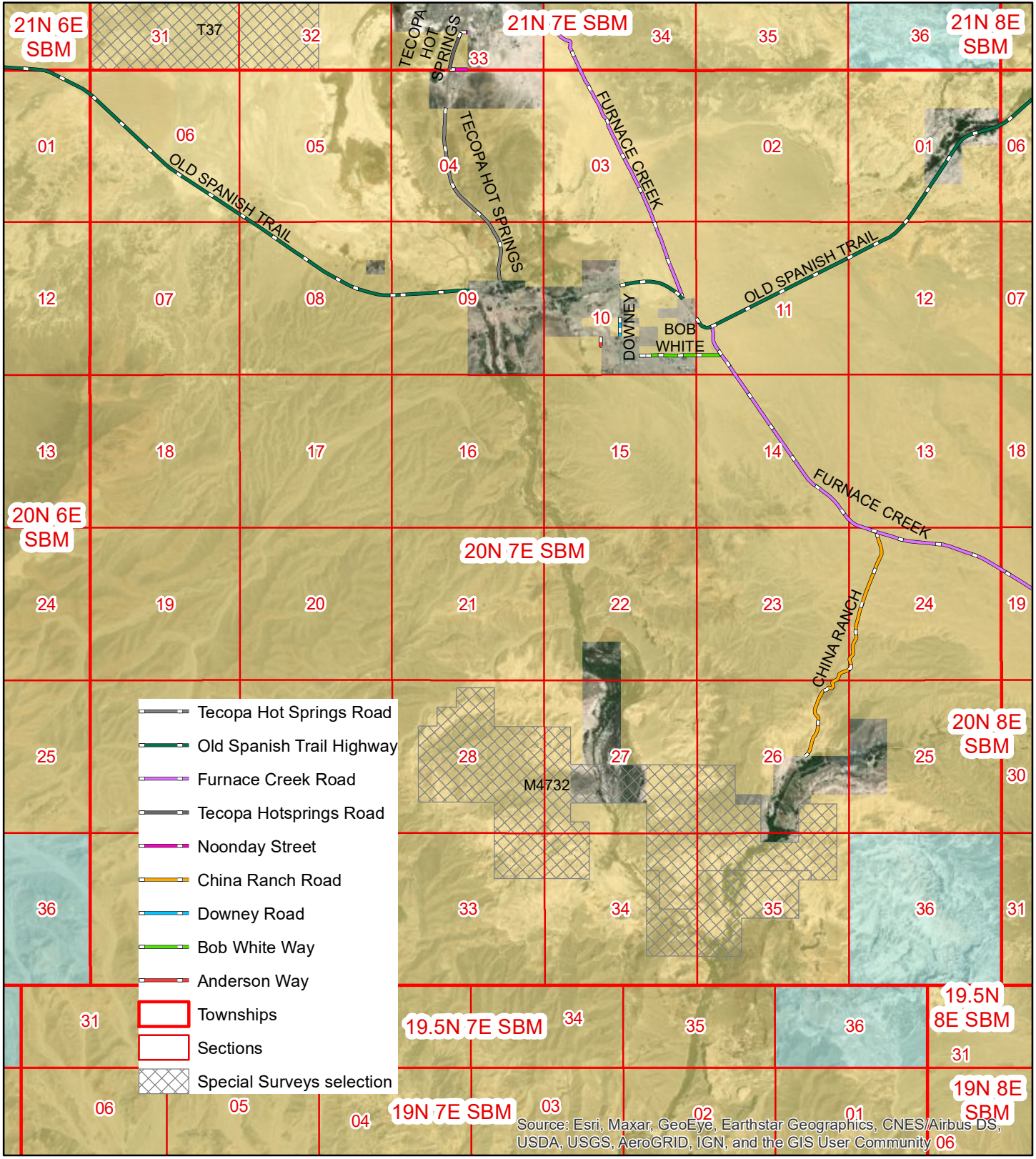


# Inyo County Roads



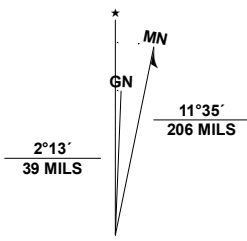
UTM GRID AND 2022 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

## T 20 N Rs 6 & 7E








- Tecopa Hot Springs Road
- Old Spanish Trail Highway
- Furnace Creek Road
- Tecopa Hotsprings Road
- Noonday Street
- China Ranch Road
- Downey Road
- Bob White Way
- Anderson Way
- Townships
- Sections
- Special Surveys selection

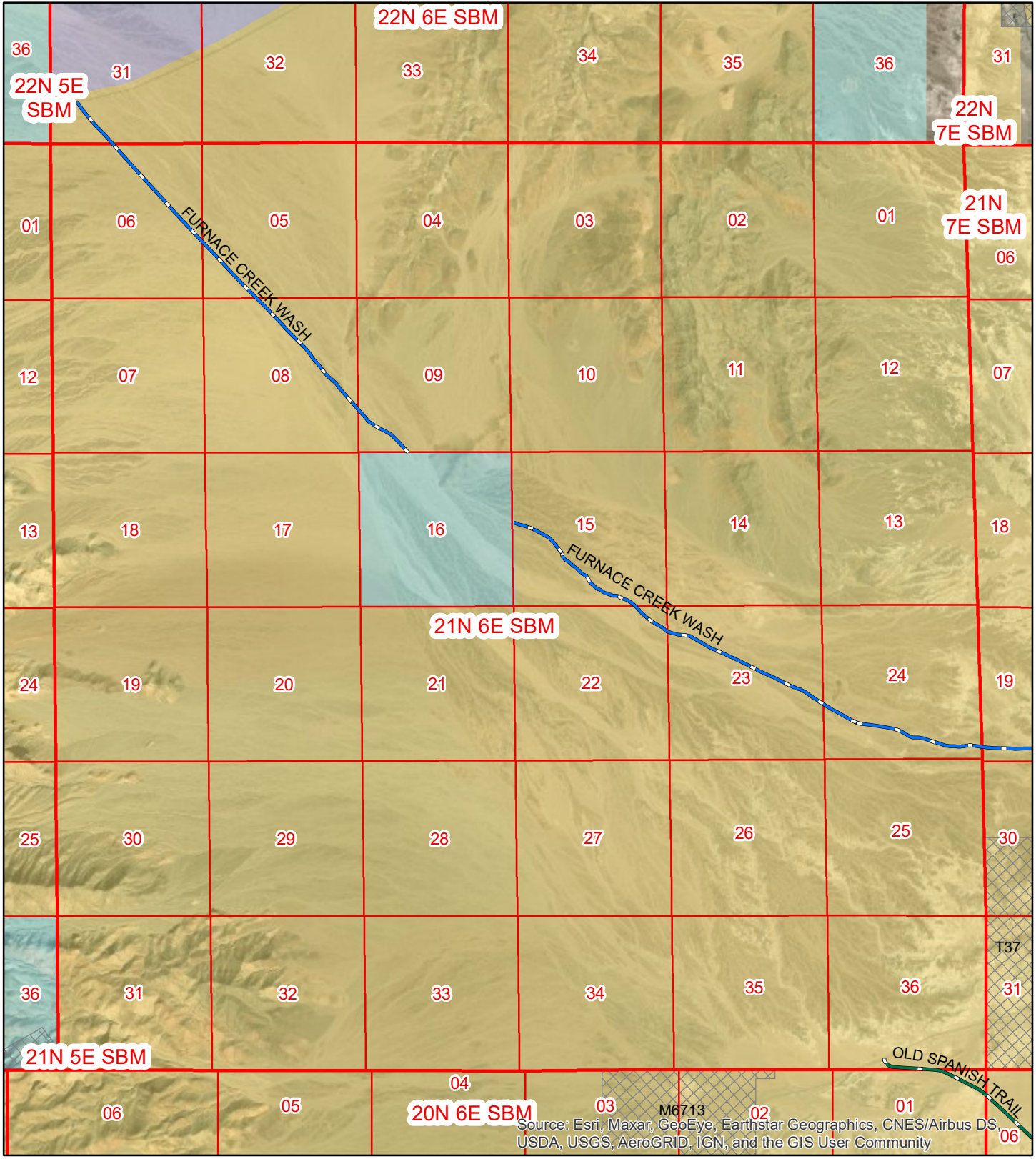
# Inyo County Roads



UTM GRID AND 2022 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

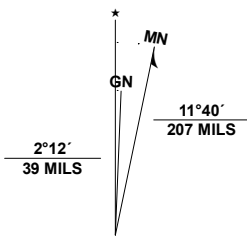
-  Old Spanish Trail Highway
-  Furnace Creek Wash Road
-  Townships
-  Sections
-  Special Surveys selection

**Tps 21 & 22 N R 6 E**





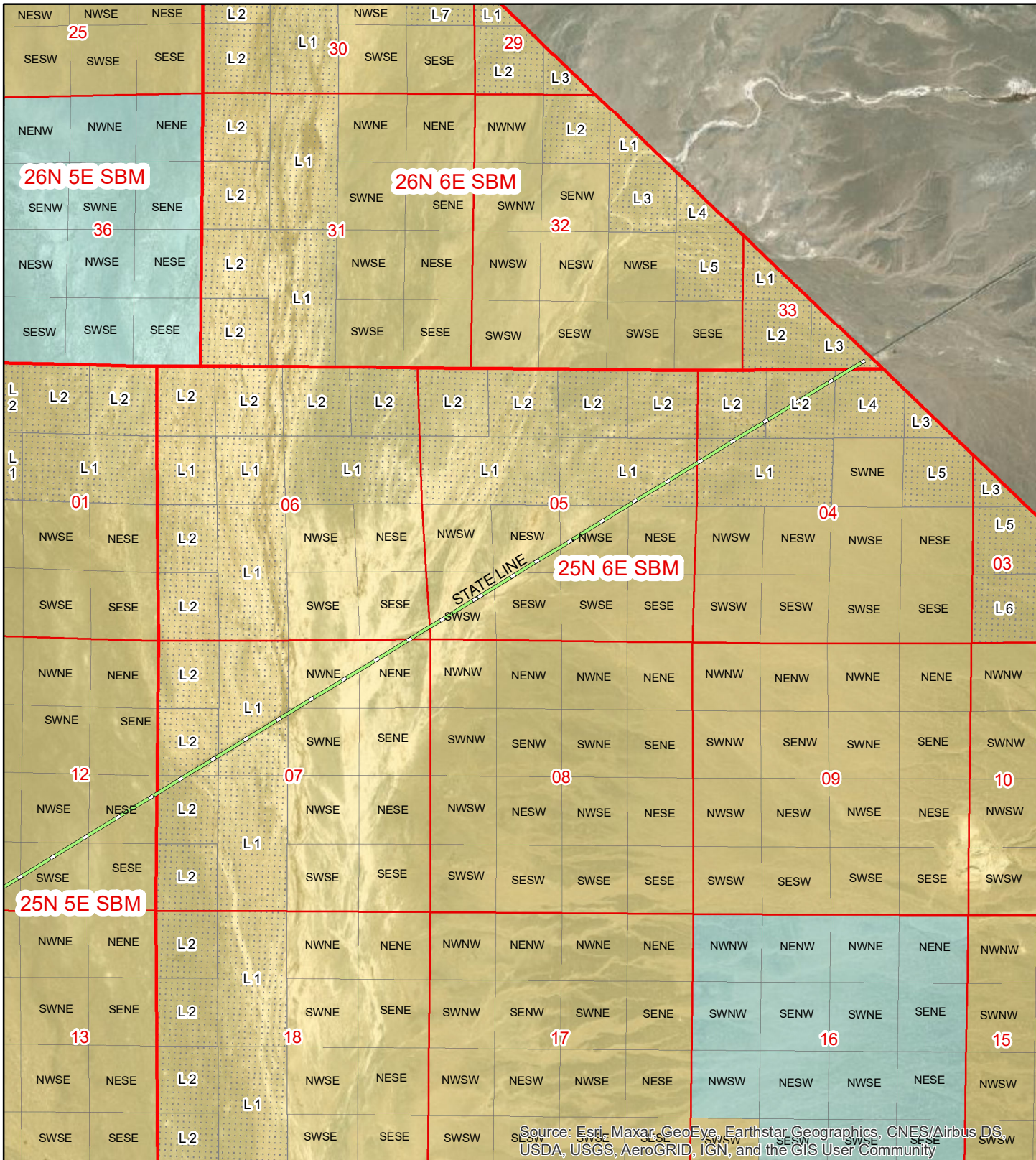
# Inyo County Roads



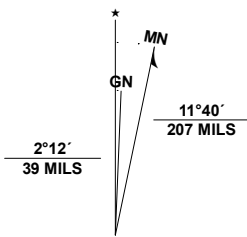
UTM GRID AND 2022 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

- State Line Road
- Townships
- Sections
- Lots
- Aliquot Parts

**Tps 25 & 26 N R 6 E**



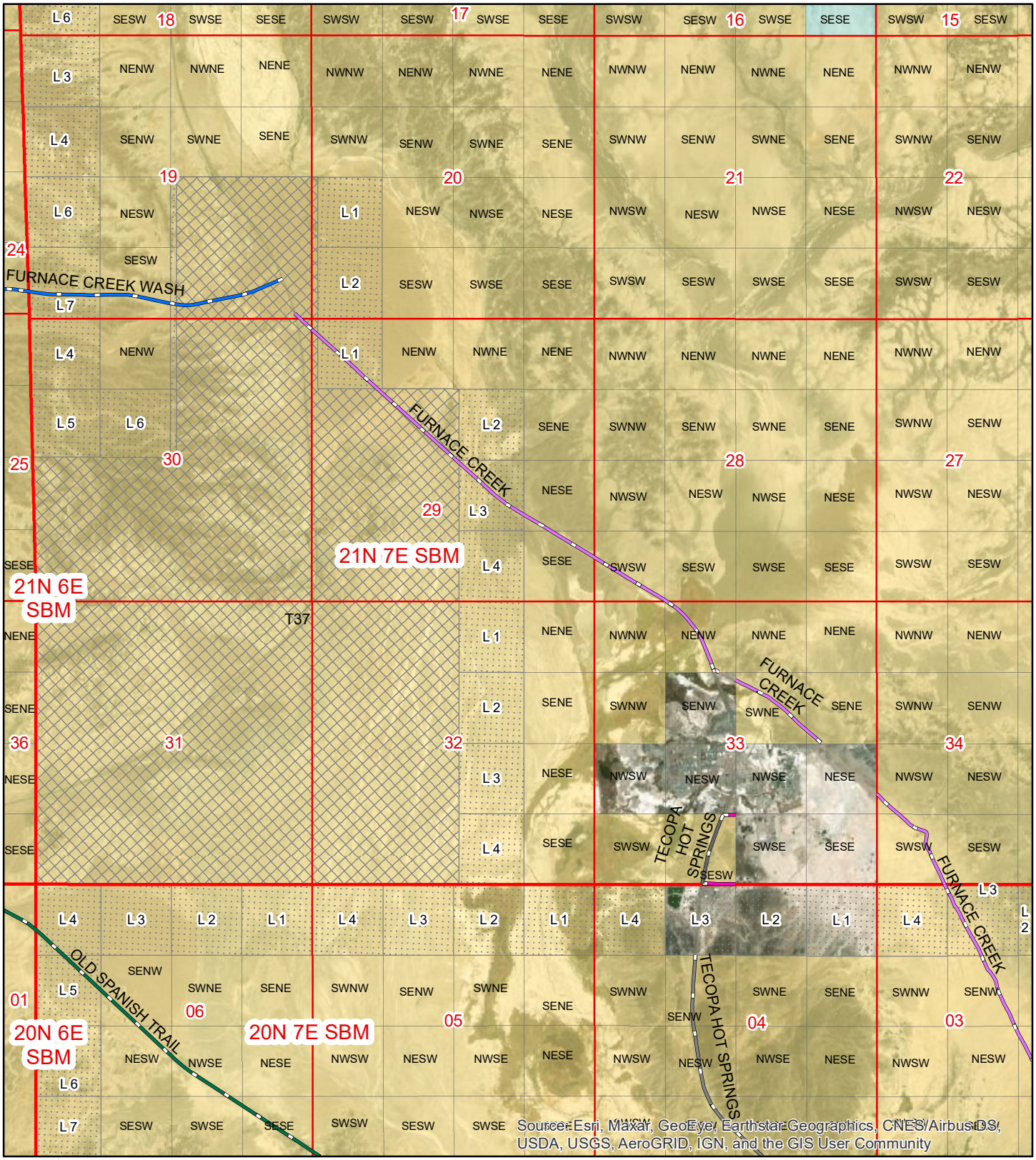
# Inyo County Roads



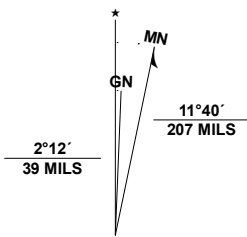
UTM GRID AND 2022 MAGNETIC NORTH  
DECLINATION AT CENTER OF SHEET

**T 21 N R 7 E**

- Noonday Street
- Townships
- Sections
- Lots
- Aliquot Parts
- Special Surveys selection



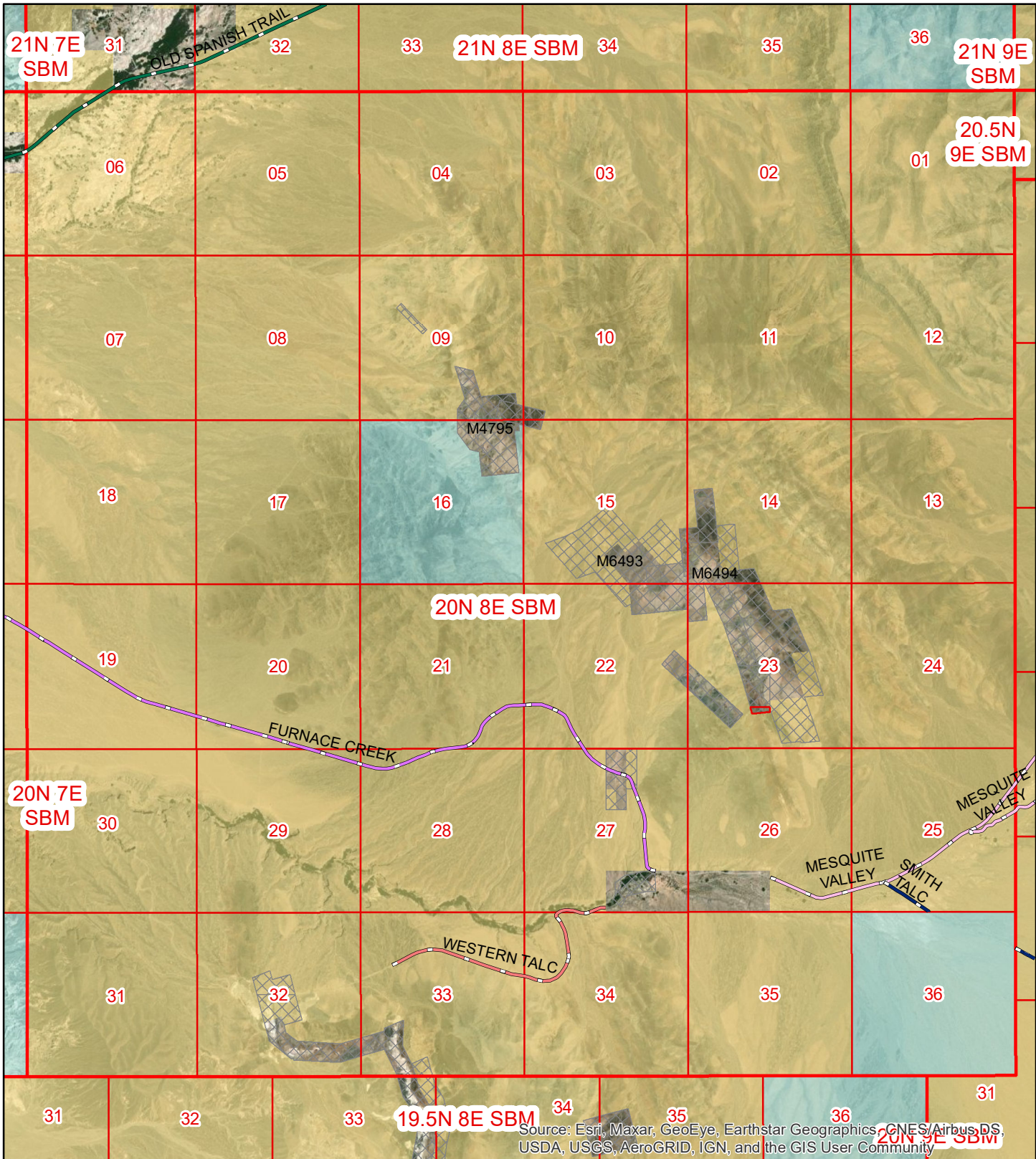
# Inyo County Roads



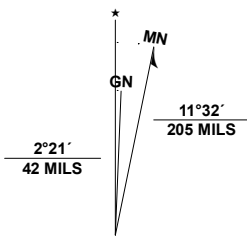
UTM GRID AND 2022 MAGNETIC NORTH  
DECLINATION AT CENTER OF SHEET

**T 20 N R 8 E**

- Old Spanish Trail Highway
- Mesquite Valley Road
- Furnace Creek Road
- Townships
- Sections
- Special Surveys selection



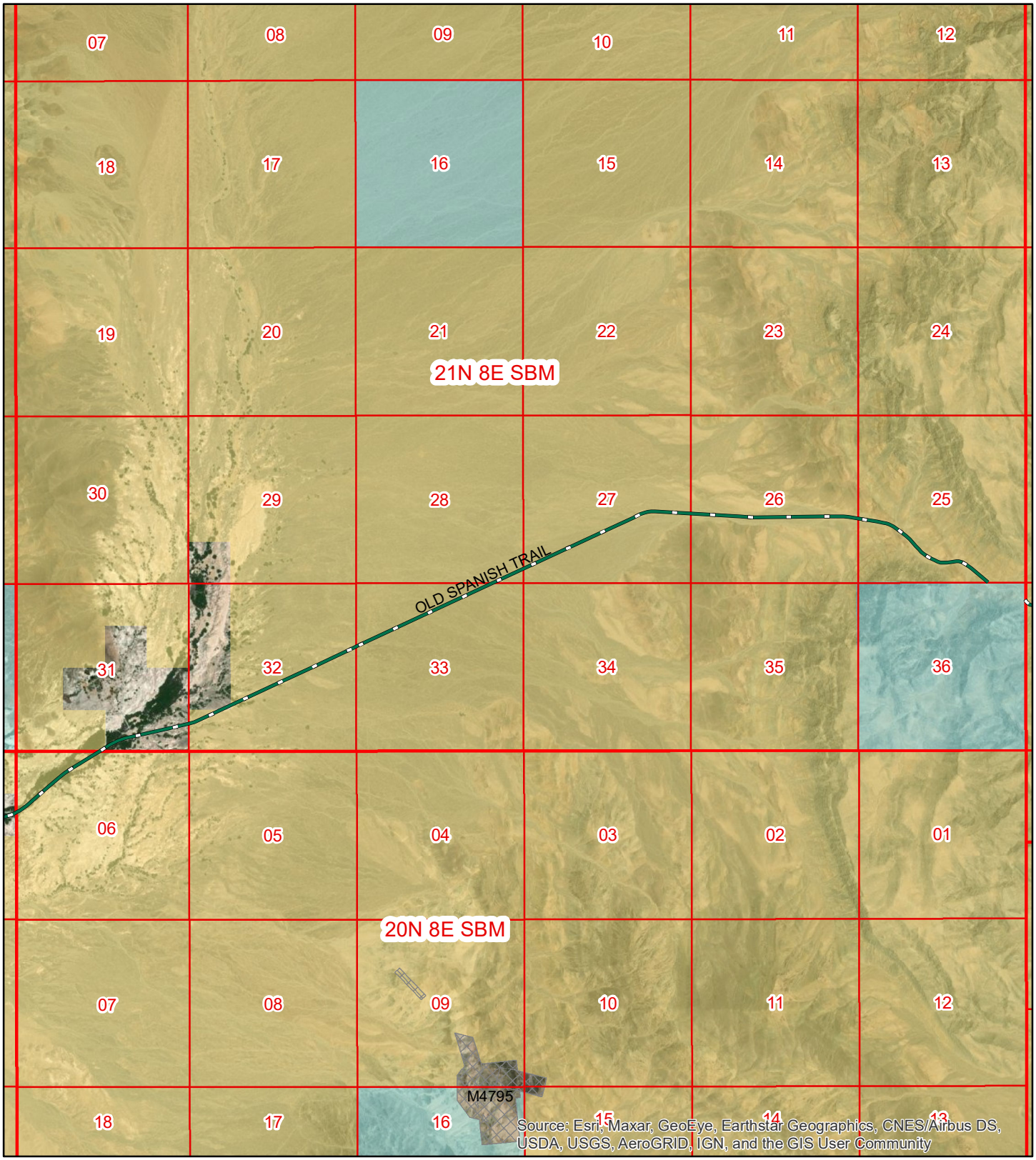
# Inyo County Roads



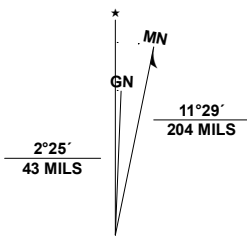
UTM GRID AND 2022 MAGNETIC NORTH  
DECLINATION AT CENTER OF SHEET

**T 21 N R 8 E**

- Old Spanish Trail Highway
- Townships
- Sections
- Special Surveys selection



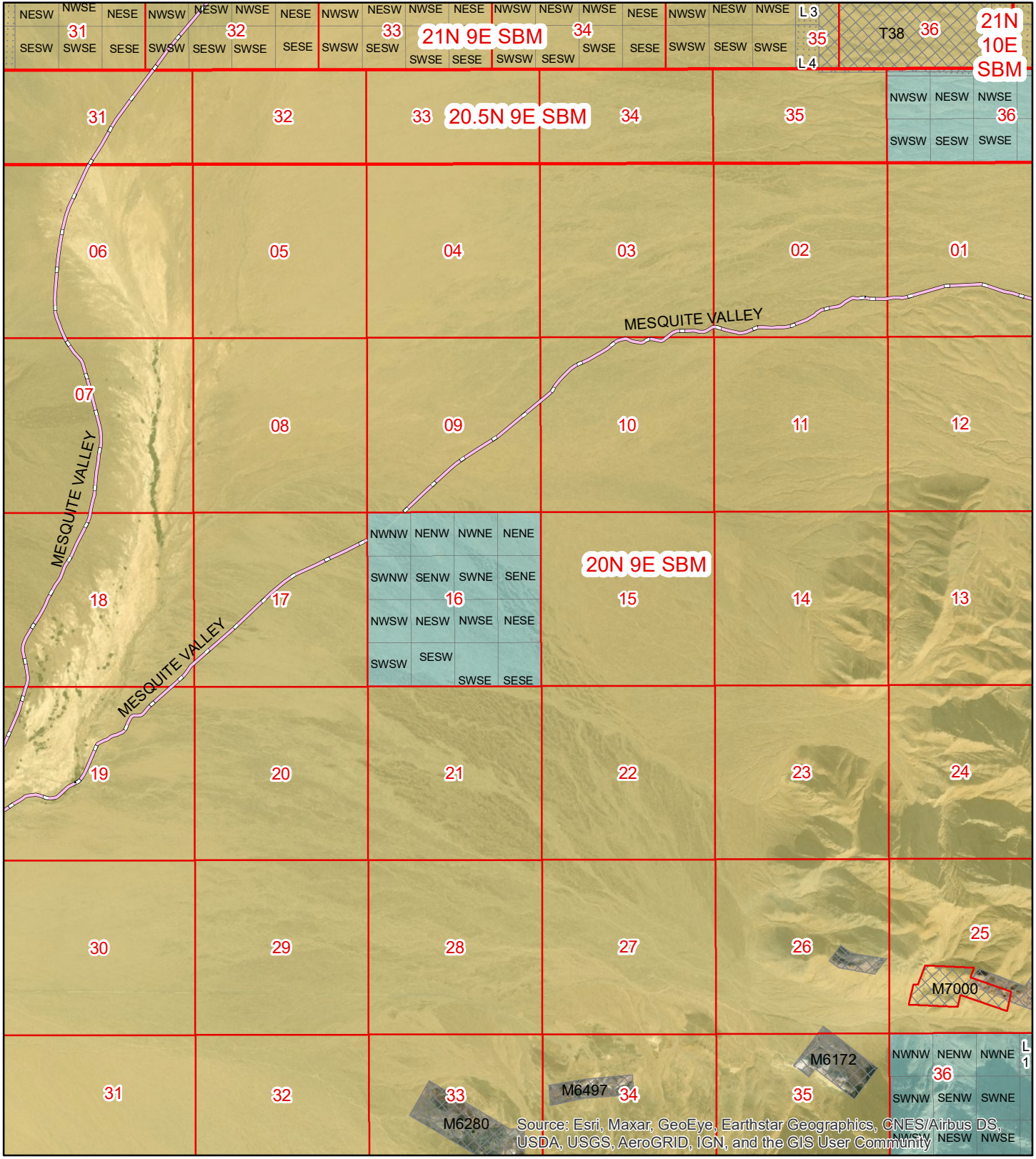
# Inyo County Roads



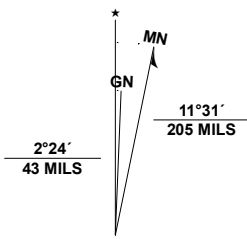
UTM GRID AND 2022 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

**Tps 20 & 20.5 N R 9 E**

- Mesquite Valley Road
- Townships
- Sections
- Lots
- Aliquot Parts
- Special Surveys selection



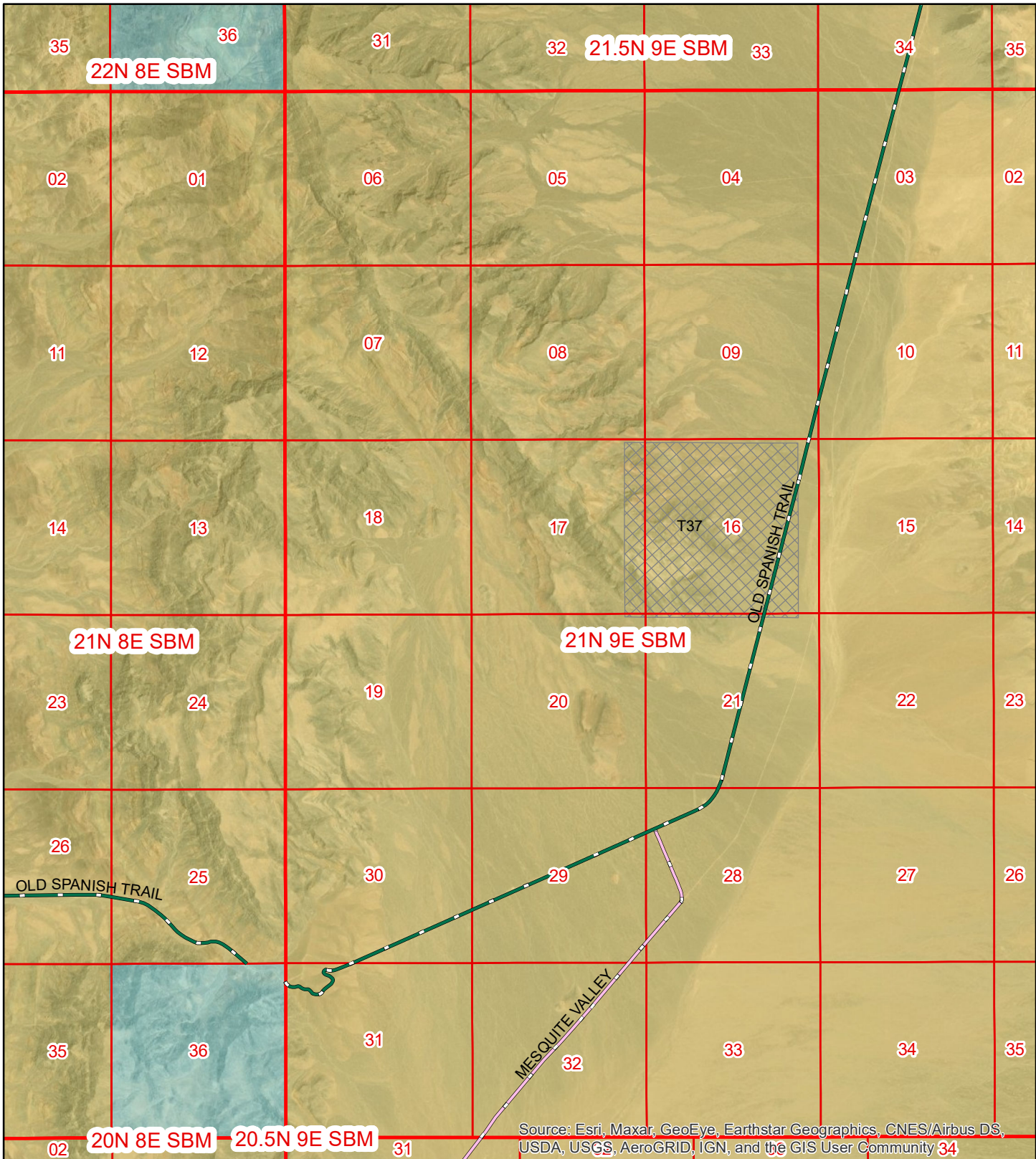
# Inyo County Roads



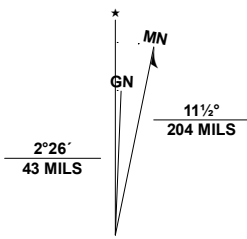
UTM GRID AND 2022 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

**T21N R9E**

- Old Spanish Trail Highway
- Mesquite Valley Road
- Townships
- Sections
- Special Surveys selection



# Inyo County Roads



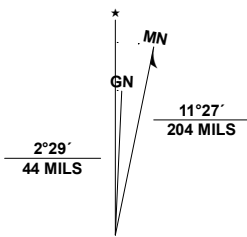
UTM GRID AND 2022 MAGNETIC NORTH  
DECLINATION AT CENTER OF SHEET

**T21.5N R9E**  
**T22N R9E**  
**T22N R10E**

- Old Spanish Trail Highway
- Mesquite Valley Road
- Townships
- Sections
- Lots
- Aliquot Parts







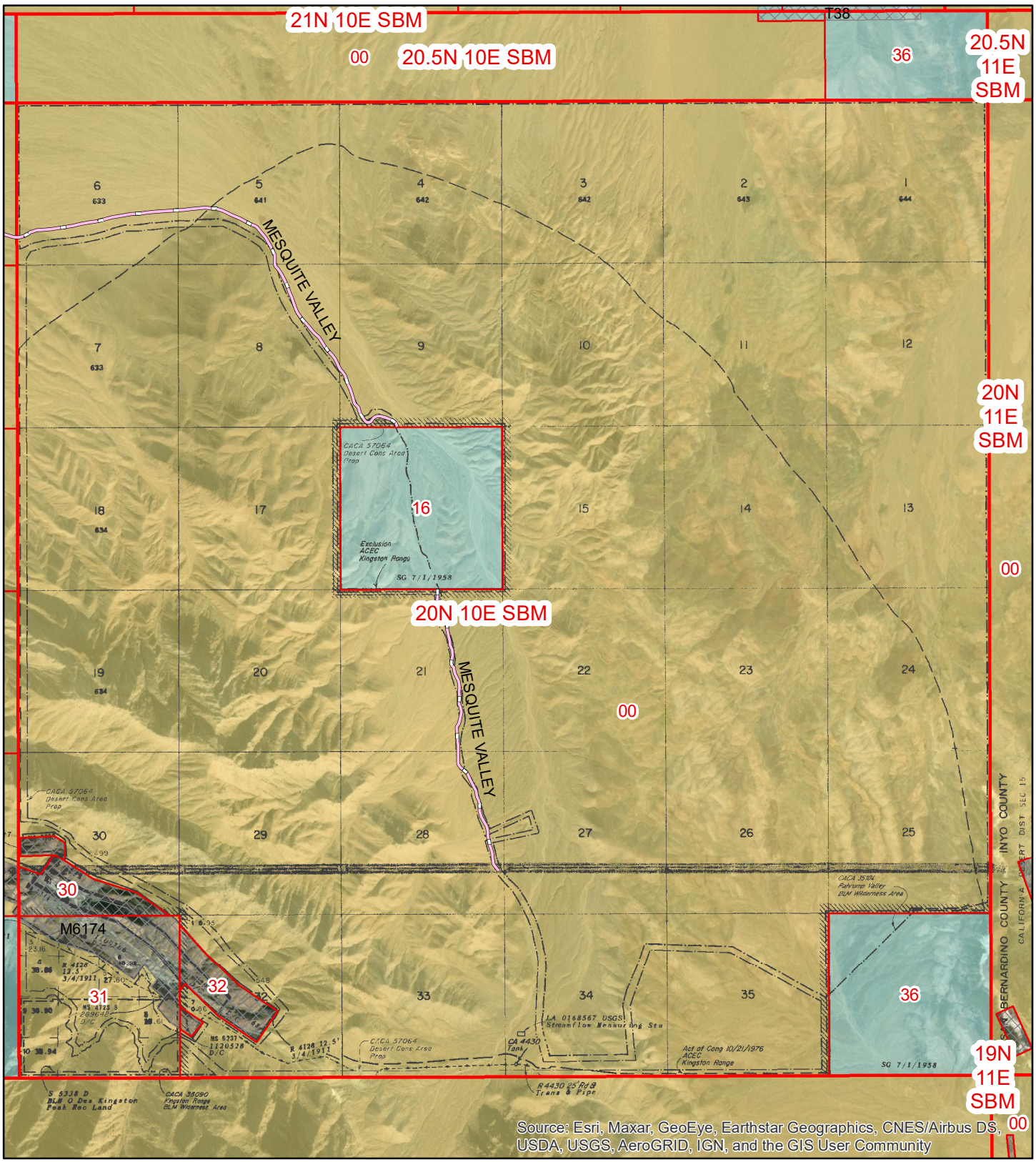
# Inyo County Roads



UTM GRID AND 2022 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

**T20N R10E Unsurveyed**

-  Mesquite Valley Road
-  Townships
-  Sections
-  Special Surveys selection







# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Barstow Field Office  
2601 Barstow Road  
Barstow, CA 92311  
[www.blm.gov/office/barstow-field-office](http://www.blm.gov/office/barstow-field-office)

June 21, 2022

*In Reply Refer To:*  
2800 (P)  
CACA-59558  
LLCAD08000.56

County of Inyo  
168 North Edwards Street  
P.O. Drawer Q  
Independence, CA 93526

Enclosed is a copy of an unsigned right-of-way grant (BLM Form 2800-14) for the authorization of a perpetual Right-Of-Way (ROW) for 15 roads on BLM land totaling 2,292.48 linear acres (more or less) to the County of Inyo. The Bureau of Land Management (BLM) has assigned case file CACA-059558 to your application. Please review the document and if it meets with your approval, sign, date and return to the address shown above within 30-days of receipt of this letter. If this requirement is not met, your application may be denied. Upon BLM's receipt of the signed document, we will issue the grant, absent any other unresolved issues.

Pursuant to 43 CFR 2806.14 this ROW grant is exempt from rent. The County of Inyo meets the definition of a "Federal, state or local government or its agent or instrumentality" as defined in 43 CFR 2806.14. The authorization of this ROW would fall under this exemption.

Please be aware that you may not conduct any activities related to your ROW project on public land until you have received an authorized grant from this office.

Should you have any questions, contact Michael Marks, Realty Specialist, at (442) 309-0656 or at [mmarks@blm.gov](mailto:mmarks@blm.gov).

Sincerely,

Brian Croft  
Acting Field Manager

Enclosure  
BLM Form 2800-14 with Exhibits

# **Exhibit C**

## **County's Notice of Exemption**



**County of Inyo**  
**PUBLIC WORKS DEPARTMENT**  
 P.O. DRAWER Q  
 INDEPENDENCE, CALIFORNIA 93526  
 (760) 878-0201  
 (760) 878-2001 FAX

Michael Errante, Public Works Director  
 John Pinckney, Deputy Director

**Inyo County Roads BLM Grant of Perpetual Right-of-Way Categorical Exclusion Documentation.**

During the environmental review process for which this CE was prepared, all applicable environmental requirements were evaluated.

**Exceptions to Categorical Exclusion Documentation**

The action has been reviewed to determine if any of the extraordinary circumstances (43 CFR 46.215) apply.

**The proposed project would:**

Extraordinary Circumstances		
(a) Have significant adverse effects on public health or safety.		
Yes	No ✓	<b>Rationale:</b> The acceptance of the ROW requires that Inyo County adhere to Federal and State standards for public health & safety. The ROW grant contains terms, conditions and stipulations that ensure the protection of public health, safety, and the environment. The BLM reserves the right to suspend ROW operations in the event unforeseen circumstances arise that render the stipulations inadequate to protect health, safety, and the environment.
(b) Have adverse effects on such unique geographic characteristics as historic or cultural resources, parks, recreation or refuge lands, wilderness areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, or ecologically significant or critical areas, including those listed on the Department of the Interior's National Register of Natural Landmarks.		
Yes	No ✓	Unique Geographic characteristics as Historic or Cultural resources rationale: No effect to historic or cultural resources. Maintenance confined to existing roadway and ROW, no construction or expansion of footprint. BLM stipulations contain procedures to prevent impacts to cultural and historic resources.
Yes	No ✓	Parks, Recreation or Refuge lands, Wilderness areas, Wild or scenic rivers rationale: No impact, ROW is not located within a park, recreation area, refuge lands, wilderness area, or within a wild and scenic waterway.
Yes	No ✓	Sole or principal drinking water aquifers rationale: No impact, no change in use or new construction.
Yes	No ✓	Prime farmlands rationale: No impact, ROW not located in prime farmlands.
Yes	No ✓	Wetlands rationale: ROW not located in wetlands.

Yes	No ✓	Floodplains rationale: ROW not located within a 100-year or 500-year floodplain zone.
Yes	No ✓	Migratory birds rationale: No impact to migratory birds. No construction, this is an existing ROW.
Yes	No ✓	Ecologically significant or Critical areas rationale: No impact to ecologically significant or critical areas. Portions of the ROW are within the Amargosa and Kingston Ranges, which are ecologically significant or critical, however, this is existing ROW, no new construction, disturbance or activities are proposed.
Yes	No ✓	National Register of Natural Landmarks rationale: No known landmarks are near the ROW.
(c) Have highly controversial environmental effects.		
Yes	No ✓	<b>Rationale:</b> No highly controversial environmental effects are expected. Maintenance of existing ROW. No new disturbance or construction.
(d) Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.		
Yes	No ✓	<b>Rationale:</b> There is no potential for highly uncertain or significant environmental effects, nor any unique or unknown environmental risks. This is an existing ROW with no new construction or disturbance. The ROW formalizes current maintenance activities on the existing roadways and within the authorized limits of the right-of-way.
(e) Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects.		
Yes	No ✓	<b>Rationale:</b> The ROW grant will not establish a precedent for future actions or represent a decision in principle about future actions; it legally assigns existing ROW maintenance activities to Inyo County and includes stipulations to guarantee no environmental effects.
(f) Be directly related to other actions with individually insignificant but cumulatively significant environmental effects.		
Yes	No ✓	<b>Rationale:</b> ROW is not related to any actions with individually insignificant but cumulatively significant environmental effects.
(g) Have adverse effects on properties listed or eligible for listing on the National Register of Historic Places.		
Yes	No ✓	<b>Rationale:</b> No effects on properties listed or eligible for listing on the National Register of Historic Places as a result of ROW maintenance.
(h) Have adverse effects on species listed or proposed to be listed on the List of Endangered or Threatened Species or have adverse effects on designated Critical Habitat for these species.		
Yes	No ✓	<b>Rationale:</b> The proposed ROW will not have adverse effects on species listed or proposed to be listed on the List of Endangered or Threatened species or have significant impacts on designated Critical Habitat for these species. ROW grant is a formal authorization of Inyo County to conduct routine maintenance

		activities it has been doing for decades. No new disturbance or construction is allowed.
(i) Violate a Federal law, or a State, local or tribal law or requirement imposed for the protection of the environment.		
Yes	No ✓	<b>Rationale:</b> The ROW assignment is consistent with tribal, Federal, State, and local laws. ROW maintenance will not violate Federal, State, local or tribal laws imposed for the protection of the environment.
(j) Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898).		
Yes	No ✓	<b>Rationale:</b> This ROW grant will benefit low income and minority populations in that it will formalize a mechanism in perpetuity to maintain & improve the roads that provide access to vital goods and services.
(k) Limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007).		
Yes	No ✓	<b>Rationale:</b> ROW will not limit access to the ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites. The proposed ROW will allow the County to conduct routine maintenance on the roads and within the authorized limits of the right-of way, no new construction or ground disturbance will occur.
(l) Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112).		
Yes	No ✓	<b>Rationale:</b> ROW grant will not contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area, or actions that may promote the introduction, growth, or expansion of the range of such species. Maintenance activities are limited to the roadways and authorized limits of the right-of-way and will not disturb vegetation or introduce non-native species.

# Notice of Exemption

Exhibit C

To: Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

County Clerk  
County of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

From: (Public Agency): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

Project Title: \_\_\_\_\_

Project Applicant: \_\_\_\_\_

Project Location - Specific:

Project Location - City: \_\_\_\_\_ Project Location - County: \_\_\_\_\_

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: \_\_\_\_\_

Name of Person or Agency Carrying Out Project: \_\_\_\_\_

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: \_\_\_\_\_
- Statutory Exemptions. State code number: \_\_\_\_\_

Reasons why project is exempt:

Lead Agency  
Contact Person: \_\_\_\_\_ Area Code/Telephone/Extension: \_\_\_\_\_

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?    Yes    No

Signature: Justin Kokx    Date: \_\_\_\_\_    Title: \_\_\_\_\_

Signed by Lead Agency    Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_

**United States Department of the Interior  
Bureau of Land Management**

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**Categorical Exclusion Not Established By Statute  
DOI-BLM-CA-D080-2022-0009-CX**

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**5/18/2022**

**Inyo County Roads Right-Of-Way**

***Location:*** Inyo County, California

***Applicant/Address:*** County of Inyo  
168 North Edwards Street  
PO Drawer Q  
Independence, CA 93526

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Barstow Field Office  
2601 Barstow Road  
Barstow, CA 92311  
(760) 252-6000  
(760) 252-6099 Fax



## **CATEGORICAL EXCLUSION DOCUMENTATION FORMAT WHEN USING CATEGORICAL EXCLUSIONS NOT ESTABLISHED BY STATUTE**

### **A. Background**

BLM Office: California Desert District, Barstow Field Office

Case File No: CACA-59558

Proposed Action Title/Type: Inyo County Roads ROW

Location of Proposed Action: See LSR Exhibit A

### **B. Proposed Action/Project Description:**

Description of Proposed Action: Inyo County is requesting a perpetual Right-Of-Way (ROW) for 15 roads on BLM land totaling 1,138.54 linear acres (more or less). All roads in question are a mixture of paved and un-paved pre-existing roads totaling approximately 94.95 miles. These roads are vital to the local community for access to residences and services. No changes to the use or maintenance program of existing roads are being proposed.

### **C. Land Use Plan Conformance:**

Land Use Plan Name: The proposed action is in conformance with (43 CFR 1601.5-3, BLM 1601.08) and the 1980 California Desert Conservation Area (CDCA) Plan, as amended. The proposed action is also in conformance with other applicable laws, regulations, policies, and the following activity plans and supporting environmental assessments:

Date Approved/Amended: CDCA Plan 1980, amended by the 2016 Desert Renewable Energy Conservation Plan. The project is located within Area of Critical Environmental Concern (ACEC) and California Desert National Conservation Lands (CDNCL). Applicable Conservation and Management Actions (CMA) are incorporated in the attached ROW stipulations.

Compensation and Conservation CMAs are not required because this is an assignment of existing roads, and no new ground disturbance is proposed. The project is not located within Wildlife Allocation (WA), Special Recreation Management Area (SRMA), Development Focus Area (DFA), or Variance Process Land (VPL).

### **D. Compliance with NEPA:**

The Proposed Action is categorically excluded from further documentation under the National Environmental Policy Act (NEPA) in accordance with 516 DM Chapter 11.9 Realty (E)(16): Acquisition of easements for an existing road or issuance of leases, permits, or rights-of-way for the use of existing facilities, improvements, or sites or the same or similar purposes.

This categorical exclusion is appropriate in this situation because there are no extraordinary circumstances potentially having effects that may significantly affect the environment. The



proposed action has been reviewed, and none of the extraordinary circumstances described in 43 CFR Part 46.215 apply.

**E: Signature**

Authorizing Official: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeffery Childers, Acting Field Manager

**Contact Person**

For additional information concerning this CX review, contact: Jeremy Vargas, Planning & Environmental Coordinator, 2601 Barstow Road, Barstow, CA 92311 (760) 252-6024.

**Administrative Remedies:**

Administrative remedies may be available to those who believe they will be adversely affected by this decision. Appeals may be made to the Office of Hearings and Appeals, Office of the Secretary, U.S. Department of Interior, Board of Land Appeals (Board) in strict compliance with the regulations in 43 CFR Part 4, Notices of Appeal must be filed in this office within 30 days after publication of this decision. If a notice of appeal does include a statement of reasons, such statement must be filed with this office and the Board within 30 days after the Notice of appeal is filed. The notice of appeal and any statement of reasons, written arguments, or briefs must also be served upon the Solicitors Office, U.S. Dept. of Interior, 2800 Cottage Way, Suite W-1834, Sacramento, CA, 95825.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4.

If an appeal is taken, your notice of appeal must be filed in this office Barstow Field Office, 2601 Barstow Road, Barstow, CA 92311 within 30 days. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulation 43 CFR Part 4 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

**Standards for Obtaining a Stay**

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied;
- (2) The likelihood of the appellant's success on the merits;
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and;
- (4) Whether the public interest favors granting the stay.

**Attachments:**

Categorical Exclusion Review Record, Exceptions to Categorical Exclusion Documentation, LSR with maps, Cultural Resource Finding, Stipulations.

### Exceptions to Categorical Exclusion Documentation

The action has been reviewed to determine if any of the extraordinary circumstances (43 CFR 46.215) apply. **The proposed project would:**

Extraordinary Circumstances		
1. Have significant impacts on public health or safety.		
<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input checked="" type="checkbox"/>	<b>Rationale:</b> The assignment of the ROW does not propose a significant public health or safety impact on the public. The right-of-way grant would contain terms, conditions and stipulations that would require Inyo County to comply with Federal and State standards for public health and safety, environmental protection, operation, and maintenance. The BLM Authorized Officer can suspend or terminate in whole or in part the ROW grant if unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.
2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988); national monuments; migratory birds; and other ecologically significant or critical areas.		
<b><u>Yes</u></b> <input type="checkbox"/>	<b><u>No</u></b> <input checked="" type="checkbox"/>	Historic or Cultural Resources Rationale: Exempt. See attached finding. No effect to historic or cultural resources.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Park, Recreation or Refuge lands: The ROW is not located within a park, recreation or refuge lands.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wilderness areas: The ROW is not located within a wilderness area.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wild or Scenic rivers: No effect, not within a designated wild or scenic waterway.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	National Natural landmarks: No effect: No known landmarks are located near or at the site.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole or principal drinking water aquifers: No effect. No new construction.

Extraordinary Circumstances		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prime Farmlands: No farmlands are involved or near the site. No effect.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wetlands (Executive Order 11990): No effect to known wetlands.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Floodplains (Executive Order 11988): No effect; not within a 100- or 500-year floodplain zone.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	National monuments: No. The ROW is not located within a National Monument.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Migratory birds: This is an existing ROW and does not include risk factors for migratory birds.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other ecologically significant or critical areas: Portions of all roads are within the Kingston-Amargosa CDNCL. Portions of all roads are within the Amargosa North, Amargosa South, and Kingston Range ACEC. The proposed action is the assignment of existing roads with no new ground disturbance. As such, the proposed action will not have an effect on the values for which the ACECs and CDNCLs were established.
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA section 102 (2) (E)].		
<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input checked="" type="checkbox"/>	<b>Rationale:</b>  No highly controversial environmental effects or unresolved conflicts are expected. No new disturbance
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.		
<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input checked="" type="checkbox"/>	<b>Rationale:</b>  The proposed action does not involve highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks. Effects are already known; this is only a legal renewal with no new construction/ground disturbance.
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects.		

Extraordinary Circumstances		
<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input checked="" type="checkbox"/>	<b>Rationale:</b> The proposed action does not establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects. This is a typical legal assignment that is a common action.
<b>6. Removed</b>		
7. Have significant impacts on properties listed, or eligible for listing, on the National Register of Historic Places as determined by the bureau.		
<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input checked="" type="checkbox"/>	<b>Rationale:</b> Exempt. See attached finding. No significant impacts to listed or eligible properties.
8. Have significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species.		
<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input checked="" type="checkbox"/>	<b>Rationale:</b> The proposed action will have no significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species. This is a typical legal assignment that is a common action.
9. Violate a Federal law, or a State, local or tribal law or requirement imposed for the protection of the environment.		
<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input checked="" type="checkbox"/>	<b>Rationale:</b> The action is consistent with tribal, county, state and Federal laws and regulations. No violation of Federal law, or a State, local or tribal law or requirement imposed for the protection of the environment.
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898).		

Extraordinary Circumstances		
<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input checked="" type="checkbox"/>	<b>Rationale:</b> This project would not result in adverse effects on low income or minority populations. This project would improve the maintenance of roads used by low income and minority populations used to access vital services.
11. Limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007).		
<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input checked="" type="checkbox"/>	<b>Rationale:</b> No effect to known access or ceremonial use of Indian sacred sites. Exemption applies see attached finding.
12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112).		
<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input checked="" type="checkbox"/>	<b>Rationale:</b> The assignment will not contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112).

## EXHIBIT B

Inyo County  
Perpetual Road Easement ROW  
CACA-59558  
May 2022

1. The BLM Authorized Officer for the administration of this grant is the Field Manager, Barstow Field Office, 2601 Barstow Road, Barstow, CA, Phone (760) 252-6000.
2. There is reserved to the Authorized Officer the right to grant additional rights-of-way or permits for compatible use on, over, under or adjacent to the land involved in this grant.
3. The holder shall not initiate any construction or other surface disturbing activities on the right-of-way without prior written authorization of the authorized officer. Such authorization shall be requested by submission of an application to amend the current authorization.
4. The holder shall contact the authorized officer at least 5 days prior to the anticipated start of construction and/or any surface disturbing activities. The authorized officer may require and schedule a preconstruction conference with the holder prior to the holder's commencing construction and/or surface disturbing activities on the right-of-way. The holder and/or his representative shall attend this conference. The holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the right-of-way, shall also attend this conference to review the stipulations of the grant including the plan (s) of development.
5. Trash and food items shall be removed, placed in raven-proof containers and promptly removed to an approved disposal site to avoid attracting common ravens.
6. Implement the following general standard practices to protect Focus and BLM Special Status Species:
  - Feeding of wildlife, leaving of food or trash as an attractive nuisance to wildlife, collection of native plants, or harassing of wildlife on a site is prohibited.
  - Any wildlife encountered during the course of an activity, including construction, operation, and decommissioning will be allowed to leave the area unharmed.
  - Domestic pets are prohibited on sites. This prohibition does not apply to the use of domestic animals (e.g., dogs) that may be used to aid in official and approved monitoring procedures/protocols, or service animals (dogs) under Title II and Title III of the American with Disabilities Act.
  - All construction materials will be visually checked for the presence of wildlife prior to their movement or use. Any wildlife encountered during the course of these inspections will be allowed to leave the construction area unharmed.
7. Holder shall ensure all lands are rehabilitated or maintained when construction activities are complete as approved by the Authorized Officer.

8. This Authorization covers routine maintenance activities that are restricted to disturbed areas within the existing road prism.
9. This Authorization does not cover activities (maintenance or construction) which would result in new ground disturbance. Such activities will need to be approved by the BLM Authorized Officer prior to commencement of work.
10. This Authorization does not cover activities associated with maintenance or construction of culverts or other water conveyance structures. Such activities will need to be reviewed on a case-by-case basis and approved by the BLM Authorized Officer prior to commencement of work.
11. Any road-side berms created during maintenance activities shall not exceed a 2:1 ratio.
12. Any cultural and/or paleontological resource (historic/prehistoric site or object) discovered by the holder, or any person working on their behalf, on public or Federal land shall immediately be reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder. In the case of inadvertent finds of Native American human remains, the most likely effected tribe or tribes will be notified in addition to the notification of the Native American Heritage Commission and the coroner as provided by law.
13. *Inadvertent Discovery of Human Remains*  
*Protocol -Discovery of Human Remains in California*  
All discovered human remains shall be treated with respect and dignity. California state law (California Health & Safety Code 7050.5) and federal law and regulations ([Archaeological Resources Protection Act (ARPA) 16 USC 470 & 43 CFR 7], [Native American Graves Protection & Repatriation Act (NAGPRA) 25 USC 3001 & 43 CFR 10] and [Public Lands, Interior 43 CFR 8365.1-7]) require a defined protocol if human remains are discovered in the state of California regardless of if the remains are modern or archaeological.

**Upon discovery of human remains, all work within a minimum of 200 feet of the remains must cease immediately, nothing disturbed, and the area is to be secured.**

The County Coroner's Office of the county where the remains were located must be called. The Coroner has two working days to examine the remains after notification. The appropriate land manager/owner or the site shall also be called and informed of the discovery. If the remains are located on federal lands, federal land managers/federal law enforcement/federal archaeologist are to be informed as well because of complementary jurisdiction issues. It is very important that the suspected remains and the area around them remain undisturbed and the proper authorities called to the scene as soon as possible as it could be a crime scene.



Disturbing human remains is against federal and state laws and there are criminal/civil penalties including fines and/or time in jail up to several years. In addition, all vehicles and equipment used in the commission of the crime may be forfeited.

The Coroner will determine if the bones are historic/archaeological or a modern legal case.

#### Modern Remains

If the Coroner's Office determines the remains are of modern origin, the appropriate law enforcement officials will be called by the Coroner and conduct the required procedures. Work will not resume until law enforcement has released the area.

#### Archaeological Remains

If the remains are determined to be archaeological in origin and there is no legal question, the protocol changes depending on whether the discovery site is located on federally or non-federally owned/managed lands.

##### *Remains discovered on federally owned/managed lands*

After the Coroner has determined the remains are archaeological or historic and there is no legal question, the appropriate Field Office Archaeologist must be called. The archaeologist will initiate the proper procedures under ARPA and/or NAGPRA. If the remains can be determined to be Native American, the steps as outlined in NAGPRA, 43 CFR 10.6 *Inadvertent discoveries*, must be followed.

##### *Remains discovered on non-Federally owned/managed lands*

After the Coroner has determined the remains on non-federally owned/managed lands are archaeological and there is no legal question, the Coroner will make recommendations concerning the treatment and disposition of the remains to the person responsible for the excavation, or to his or her authorized representative. If the Coroner believes the remains to be those of a Native American, he/she shall contact by telephone within 24 hours, the California Native American Heritage Commission (NAHC). The NAHC will immediately notify the person it believes to be the most likely descendent of the remains.

The most likely descendent has 48 hours to make recommendations to the landowner for treatment or disposition of the human remains. If the descendent does not make recommendations within 48 hours, the landowner shall reinter the remains in an area of the property secure from further disturbance. If the landowner does not accept the descendant's recommendations, the owner or the descendent may request mediation by the NAHC.

Resumption of activity. The activity that resulted in the discovery of human remains may resume at any time that a written, binding agreement is executed between the BLM, lineal descendants, and/or the federally recognized affiliated Indian Tribe(s) that adopts a recovery plan for the excavation or removal of the human remains, funerary objects, sacred objects, or objects of cultural patrimony following 43 CFR §10.3 (b)(1) of these regulations. The disposition of all human remains and NAGPRA items shall be carried out following 43 CFR §10.6.

14. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.
15. The Holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the Holder shall immediately report the incident, in writing, to the Authorized Officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management survey monuments or references are obliterated during operations, the Holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The Holder shall record such survey in the appropriate county and send a copy to the Authorized Officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the Holder shall be responsible for the survey cost.
16. The authorized officer may suspend or terminate in whole, or in part, any notice to proceed which has been issued when, in his or her judgement, unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.
17. The holder of this right-of-way grant or the holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U. S. C. 2000d et seq.) the regulations of the Secretary of Interior issued pursuant thereto.
18. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.
19. All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.
20. The holder shall permit free and unrestricted public access to and upon the right-of-way for all lawful purposes except for those specific areas designated as restricted by the authorized officer to protect the public, wildlife, livestock, or facilities constructed within the right-of-way.
21. The holder shall be liable for damage or injury to the United States to the extent provided by 43 CFR Sec. 2807.12.
22. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amend (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-

way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761-761.193.)

Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. a copy of any report required or requested by any Federal agency of State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

23. Ninety (90) days prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities. Upon termination of the grant, all improvements shall be removed from the public lands within 90 days, or otherwise dispose of the improvements as specified in an approved abandonment plan.
24. In the event that the public land underlying the right-of-way (ROW) encompassed in this grant, or a portion thereof, is conveyed out of Federal ownership and administration of the ROW or the land underlying the ROW is not being reserved to the United States in the patent/deed and/or the ROW is not within a ROW corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the ROW, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2800, including any rights to have the holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the ROW, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW holder.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT**

Issuing Office

Serial Number

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a. Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. Other (*describe*) \_\_\_\_\_

2. Nature of Interest:

a. By this instrument, the holder \_\_\_\_\_ receives a right to construct, operate, maintain, and terminate a \_\_\_\_\_ on public lands (or Federal land for MLA Rights-of-Way) described as follows:

b. The right-of-way or permit area granted herein is \_\_\_\_\_ feet wide, \_\_\_\_\_ feet long and contains \_\_\_\_\_ acres, more or less. If a site type facility, the facility contains \_\_\_\_\_ acres.

c. This instrument shall terminate on \_\_\_\_\_, \_\_\_\_\_ years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within \_\_\_\_\_ days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) \_\_\_\_\_, dated \_\_\_\_\_, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

\_\_\_\_\_  
(Signature of Holder)

\_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Effective Date of Grant)

**APPLICATION FOR TRANSPORTATION AND  
UTILITY SYSTEMS AND FACILITIES  
ON FEDERAL LANDS**

**FOR AGENCY USE ONLY**

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

Application Number

Date Filed

1. Name and address of applicant (*include zip code*)

County of Inyo  
168 N Edwards St  
PO Drawer Q  
Independence, CA 93526

2. Name, title, and address of authorized agent if different from item 1 (*include zip code*)

3. Telephone (*with area code*)

760-878-0201

Applicant

760-878-0200

Authorized Agent

4. As applicant are you? (*check one*)

- a.  Individual
- b.  Corporation\*
- c.  Partnership/Association\*
- d.  State Government/State Agency
- e.  Local Government
- f.  Federal Agency

\* If checked, complete supplemental page

5. Specify what application is for: (*check one*)

- a.  New authorization
- b.  Renewing existing authorization number
- c.  Amend existing authorization number
- d.  Assign existing authorization number
- e.  Existing use for which no authorization has been received \*
- f.  Other\*

\* If checked, provide details under item 7

6. If an individual, or partnership, are you a citizen(s) of the United States?  Yes  No

7. Project description (describe in detail): (a) Type of system or facility, (*e.g., canal, pipeline, road*); (b) related structures and facilities; (c) physical specifications (*Length, width, grading, etc.*); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (*Attach additional sheets, if additional space is needed.*)

- a) Road
- b) N/A
- c) See Attachment 1: Road Description
- d) Road easement in perpetuity
- e) Year-around
- f) N/A
- g) N/A
- h) N/A

8. Attach a map covering area and show location of project proposal

9. State or Local government approval:  Attached  Applied for  Not Required

10. Nonreturnable application fee:  Attached  Not required

11. Does project cross international boundary or affect international waterways?  Yes  No (*if "yes," indicate on map*)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

The requested easements are for existing roads. Inyo County receives California state gas tax funds (Highway Users Tax Account) for each road maintained, based on mileage; these funds are used for preventative maintenance, repair and grading activities of the roads in question.

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13a. Describe other reasonable alternative routes and modes considered.

N/A, these are existing roads used by the public.

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b. Why were these alternatives not selected?

N/A

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c. Give explanation as to why it is necessary to cross Federal Lands.

The roads in question provide public access to BLM and NPS land for recreation and other uses. Many of the paved roads (ie. State Line Rd, Old Spanish Trail Hwy, Tecopa Hot Springs Rd) are important regional connectors for local residents and tourists to the area.

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14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

N/A

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15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

N/A

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16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

As mentioned in 13.c, these roads are vital to the local community for access to residences and services. No changes to the use and maintenance program of existing roads are being proposed at this time.

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17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

There are no proposed changes to the existing roads.

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18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

There are no proposed changes to the existing roads.

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19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities.

"Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

No hazardous materials will be used, produced, transported or stored by Inyo County within the right-of-way of these roads. Any transport of hazardous materials by the public on these public use roads would be governed by the California Highway Patrol, which follows the regulations outlined in Title 49 CFR - Pipeline and Hazardous Materials Safety Administration.

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20. Name all the Department(s)/Agency(ies) where this application is being filed.

Barstow BLM Office

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I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

---

Signature of Applicant

Date

---

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INFORMATION  
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved right-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture  
Regional Forester, Forest Service (USFS)  
P.O. Box 21628  
Juneau, Alaska 99802-1628  
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior  
Bureau of Indian Affairs (BIA)  
Alaska Regional Office  
709 West 9th Street  
Juneau, Alaska 99802  
Telephone: (907) 586-7177

Department of the Interior  
Alaska State Office  
Bureau of Land Management  
222 West 7th Avenue #13  
Anchorage, Alaska 99513  
Public Room: 907-271-5960  
FAX: 907-271-3684  
(or a local BLM Office)

U.S. Fish & Wildlife Service (FWS)  
Office of the Regional Director  
1011 East Tudor Road  
Anchorage, Alaska 99503  
Telephone: (907) 786-3440

National Park Service (NPS)  
Alaska Regional Office  
240 West 5th Avenue  
Anchorage, Alaska 99501  
Telephone: (907) 644-3510

Note - Filings with any Interior agency may be filed with any office noted above or with the Office of the Secretary of the Interior, Regional Environmental Officer, P.O. Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation  
Federal Aviation Administration  
Alaska Region AAL-4, 222 West 7th Ave., Box 14  
Anchorage, Alaska 99513-7587  
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual department/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS  
(Items not listed are self-explanatory)

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 The responsible agency will provide additional instructions.
- 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 Providing this information with as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, the application may be rejected.

DATA COLLECTION STATEMENT

The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certification for the use of Federal lands. The Federal agencies use this information to evaluate the applicant's proposal. The public is obligated to submit this form if they wish to obtain permission to use Federal lands.



**SUPPLEMENTAL**

NOTE: The responsible agency(ies) will provide instructions	CHECK APPROPRIATE BLOCK	
<b>I - PRIVATE CORPORATIONS</b>	ATTACHED	FILED*
a. Articles of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	<input type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications.	<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	<input type="checkbox"/>	<input type="checkbox"/>
<b>II - PUBLIC CORPORATIONS</b>		
a. Copy of law forming corporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	<input type="checkbox"/>	<input type="checkbox"/>
<b>III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY</b>		
a. Articles of association, if any	<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is	<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other	<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	<input type="checkbox"/>	<input type="checkbox"/>

\*If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

## NOTICES

Note: This applies to the Department of Agriculture/Forest Service (FS)

This information is needed by the Forest Service to evaluate the requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations or the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

### **BURDEN AND NONDISCRIMINATION STATEMENTS**

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

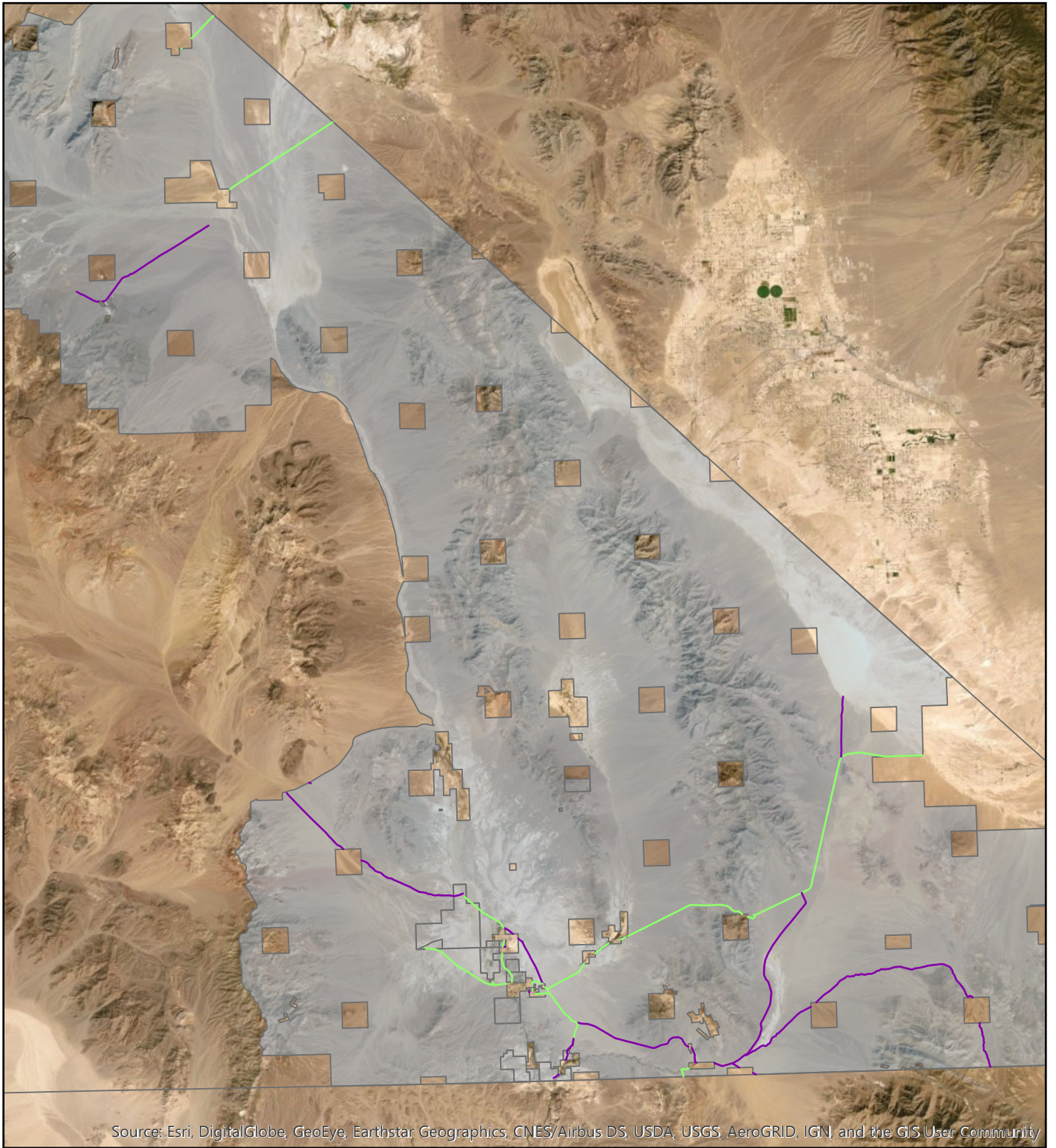
*The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political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

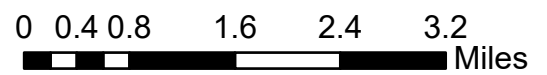
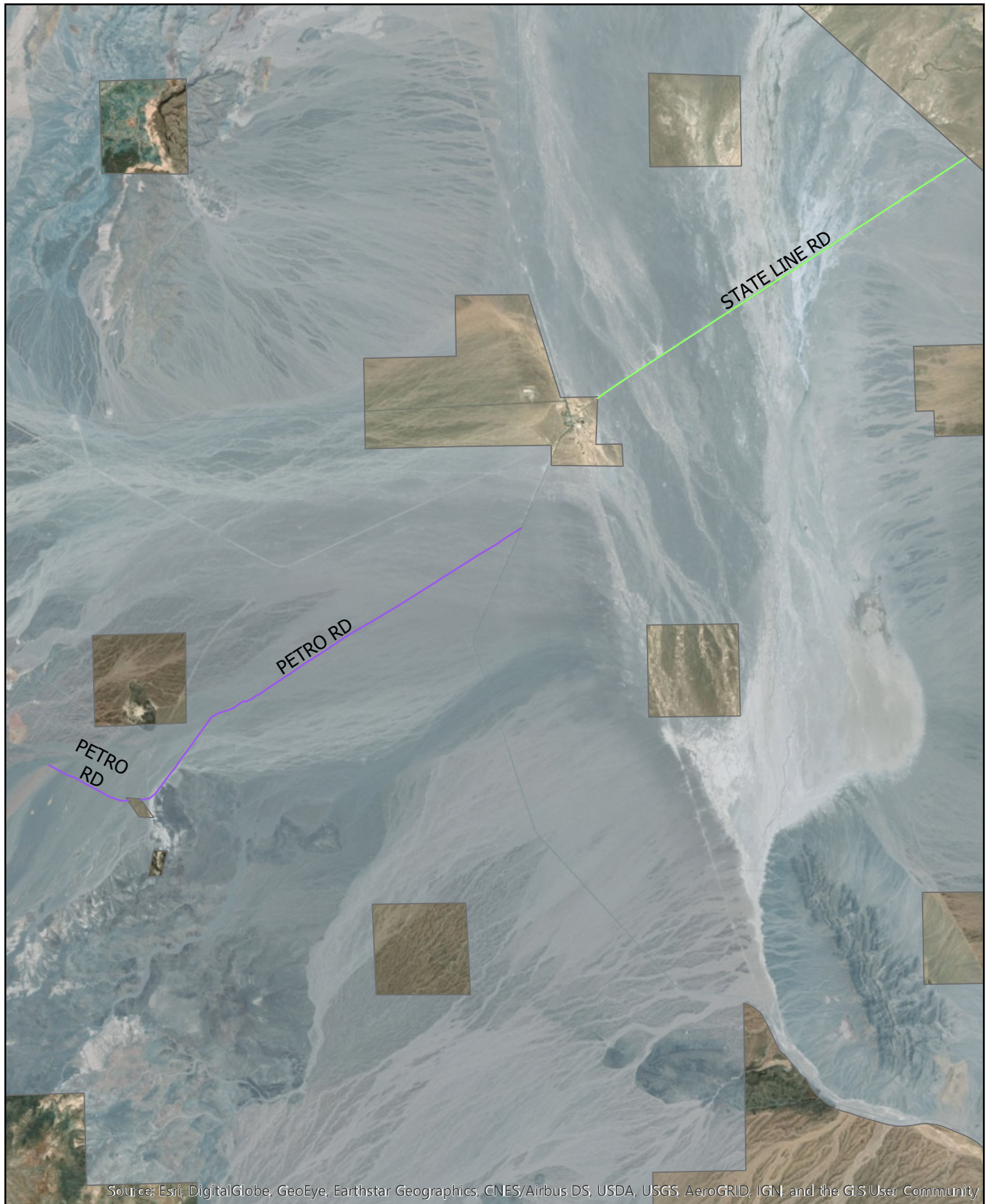
*To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay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

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

Attachment 1: Road Descriptions

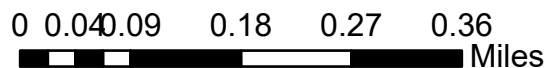
<b>Road Name</b>	<b>Miles</b>	<b>Surface</b>	<b>Proposed ROW Width (ft)</b>
ANDERSON WAY	0.19	Unpaved	50 From Centerline
BOB WHITE WAY	0.38	Paved	50 From Centerline
BOB WHITE WAY	0.29	Paved	100
CHINA RANCH RD	2.60	Unpaved	100
CLAY RD	1.80	Paved	100
DOWNEY RD	0.08	Paved	50 From Centerline
DOWNEY RD	0.06	Paved	100
FURNACE CREEK RD	10.35	Mixed	100
FURNACE CREEK WASH RD	14.58	Unpaved	100
MESQUITE VALLEY RD	11.50	Unpaved	100
MESQUITE VALLEY	13.9	Unpaved	100
NOONDAY ST	0.35	Unpaved	50 From Centerline
OLD SPANISH TRAIL HWY	25.52	Paved	100
PETRO RD	6.30	Unpaved	100
SMITH TALC RD	1.04	Unpaved	100
STATE LINE RD	5.10	Paved	100
TECOPA HOT SPRINGS RD	4.34	Paved	100
WESTERN TALC RD	1.11	Mixed	100

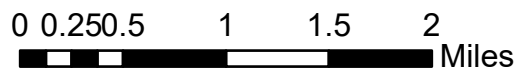
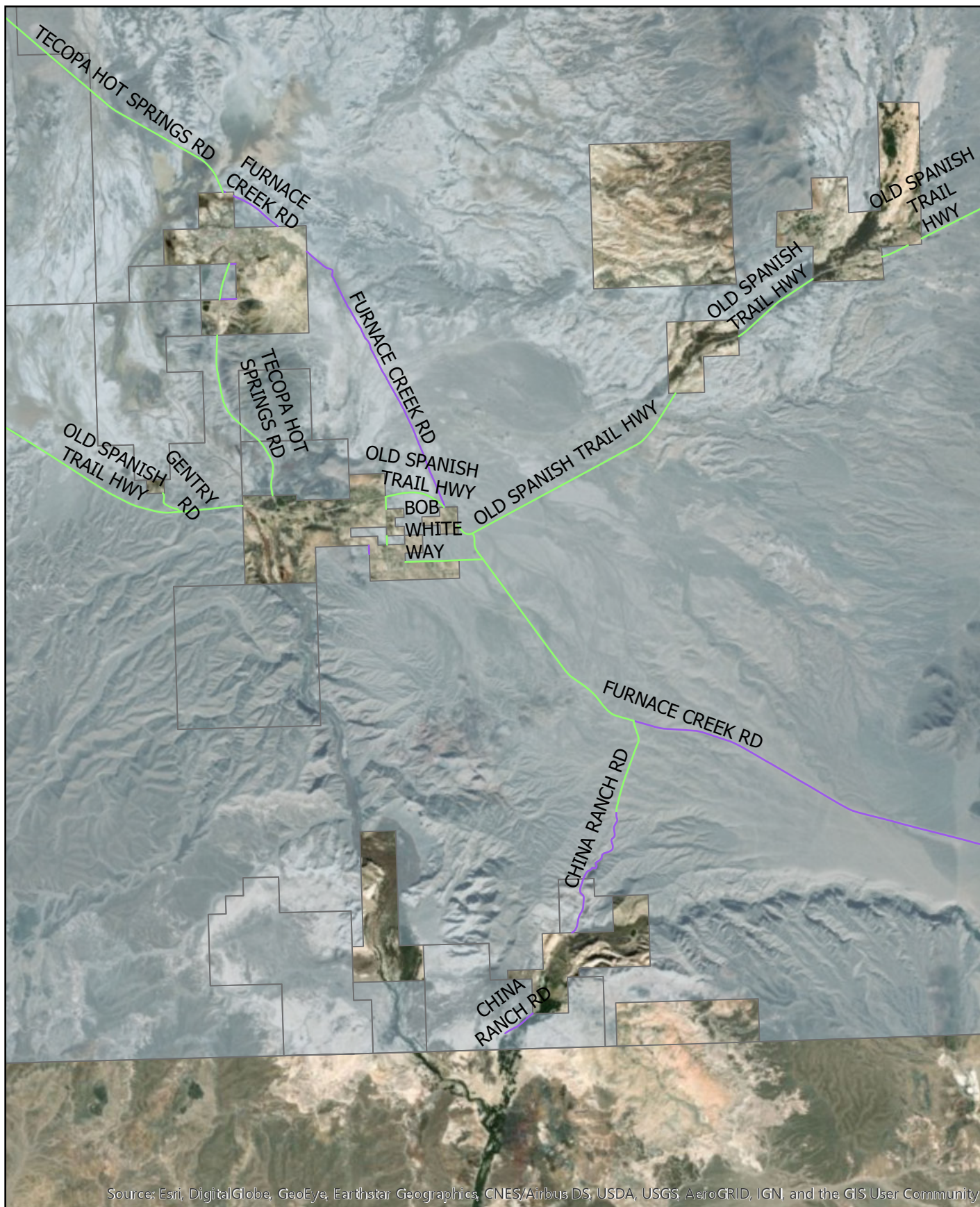


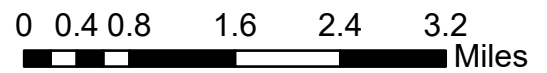
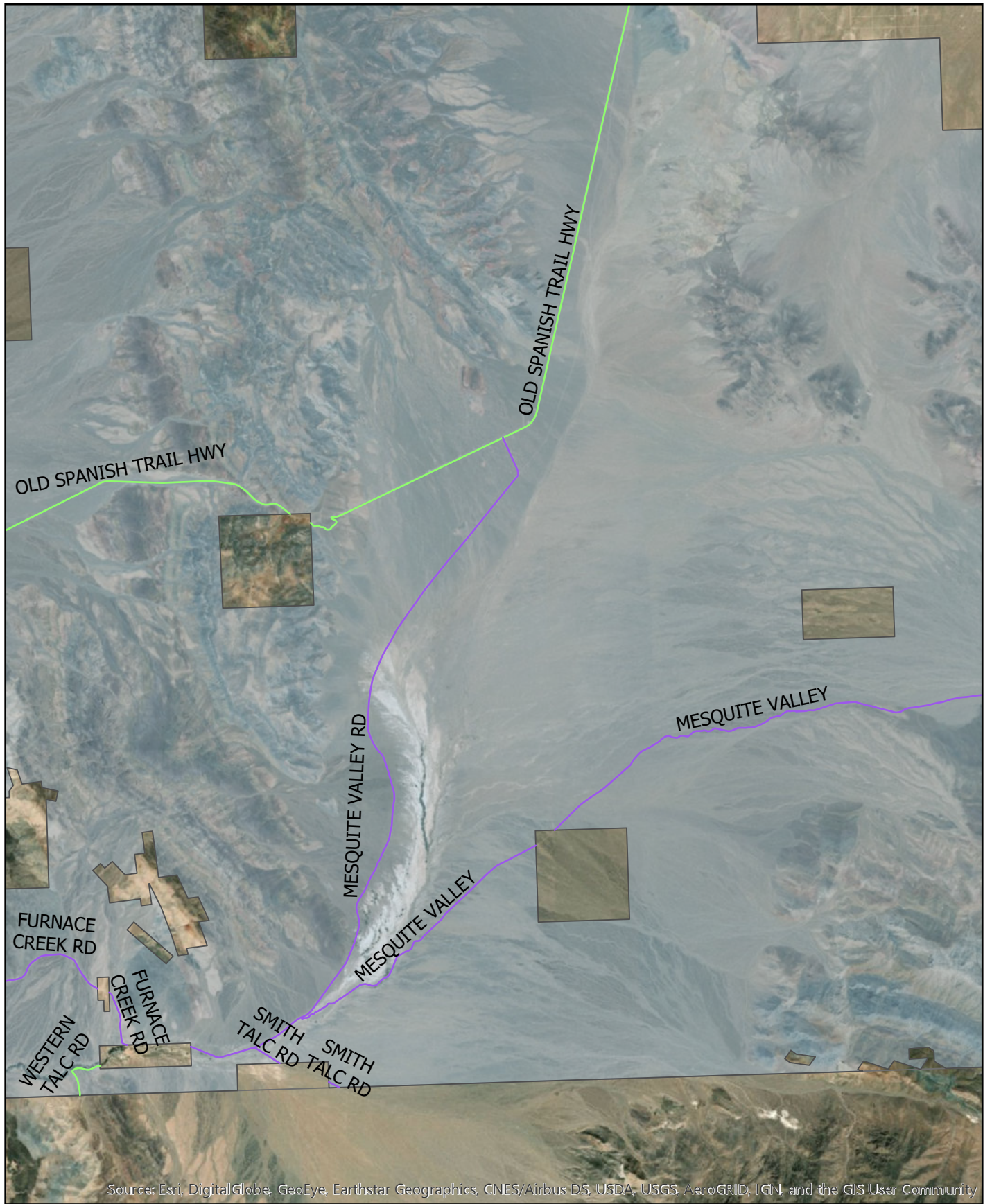




Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community











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James Gore  
Sonoma County



**EXECUTIVE DIRECTOR**

Graham Knaus

September 14, 2022

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, Executive Director

**SUBJECT: Nomination and Selection of CSAC Board of Directors Members**

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Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the Executive Committee to a one-year term commencing with the first day of the CSAC Annual Conference. The 2022 CSAC Annual Conference will begin on Monday, November 14, 2022. Any member of your Board of Supervisors is eligible for the directorship.

Each year, the new CSAC Board of Directors holds its first official meeting at the Association's annual conference. **Thus, it is important that your county appoints a representative to participate at the first meeting on Thursday, November 17, 2022.** Enclosed is a list of current Board of Directors, along with a form for your county to notify us of your Board's nomination.

Please note that if we do not receive your 2022-2023 nomination, your current Board representative will continue to serve on our Board of Directors. It is important to note that counties have the ability to change Board representatives and/or alternates at any point throughout the year subject to final appointment by the CSAC Executive Committee.

The new Board of Directors will meet during the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2022-2023 Executive Committee and to conduct other Association business. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Madison Burton at [mburton@counties.org](mailto:mburton@counties.org) or Korina Jones at [kjones@counties.org](mailto:kjones@counties.org) or call (916) 247-0032.

Enclosures

cc: 2021-2022 Board of Directors  
Clerks, Board of Supervisors



California State Association of Counties  
1100 K Street, Suite 101  
Sacramento, CA 95814  
Phone (916) 327-7500  
Facsimile (916) 321-5047

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## NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2022 – 2023

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2022 – 2023 Association year beginning Monday, November 14, 2022.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference:

Yes:

No:

**PLEASE RETURN TO:**

Madison Burton via email at: [mburton@counties.org](mailto:mburton@counties.org)

# CALIFORNIA STATE ASSOCIATION OF COUNTIES

Board of Directors

2021-2022

**SECTION**

U=Urban

S=Suburban

R=Rural

President:

First Vice President:

Second Vice President:

Immediate Past President:

Ed Valenzuela, Siskiyou

Chuck Washington, Riverside

Bruce Gibson, San Luis Obispo

James Gore, Sonoma

SECTION	COUNTY	DIRECTOR
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Debra Lucero
R	Calaveras County	Merita Callaway
R	Colusa County	Kent Boes
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	Sue Novasel
U	Fresno County	Buddy Mendes
R	Glenn County	Keith Corum
R	Humboldt County	Virginia Bass
S	Imperial County	Raymond Castillo
R	Inyo County	Jeff Griffiths
S	Kern County	Zack Scrivner
R	Kings County	Craig Pedersen
R	Lake County	Bruno Sabatier
R	Lassen County	Chris Gallagher
U	Los Angeles County	Kathryn Barger
R	Madera County	Leticia Gonzalez
S	Marin County	Damon Connolly
R	Mariposa County	Miles Menetrey
R	Mendocino County	John Haschak
S	Merced County	Scott Silveira
R	Modoc County	Ned Coe
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Diane Dillon
R	Nevada County	Heidi Hall

U	Orange County	Lisa Bartlett
S	Placer County	Bonnie Gore
R	Plumas County	Greg Hagwood
U	Riverside County	Chuck Washington
U	Sacramento County	Sue Frost
R	San Benito County	Bea Gonzalez
U	San Bernardino County	Janice Rutherford
U	San Diego County	Nora Vargas
U	San Francisco City & County	Rafael Mandelman
U	San Joaquin County	Chuck Winn
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Carole Groom
S	Santa Barbara County	Das Williams
U	Santa Clara County	Susan Ellenberg
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Tim Garman
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	Lynda Hopkins
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Robert Williams
R	Trinity County	Keith Groves
S	Tulare County	Amy Shuklian
R	Tuolumne County	Ryan Campbell
U	Ventura County	Kelly Long
S	Yolo County	Jim Provenza
R	Yuba County	Gary Bradford

### **ADVISORS**

Rita Neal, County Counsel, San Luis Obispo



**To:** Members of the RCRC Board of Directors  
RCRC Member County CAO's  
RCRC Member County Clerks of the Board

**From:** Patrick Blacklock, President & CEO

**Date:** October 3, 2022

**Re:** Designation of the 2023 RCRC Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

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Annually, the Rural County Representatives of California (RCRC) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first RCRC Board Meeting of 2023 and Installation of Officers will be held on January 18<sup>th</sup>.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org), or mailed to:

Rural County Representatives of California  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attn: Maggie Chui

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

**Attachment**

- RCRC Designation Form



**Designation of 2023 Delegate and Alternate Supervisors for the  
Rural County Representatives of California (RCRC) Board of Directors**

**County:** \_\_\_\_\_

**Delegate:**

➤ **Supervisor** \_\_\_\_\_

**Alternate:**

➤ **Supervisor** \_\_\_\_\_

**AUTHORIZATION**

**Name, Title:** \_\_\_\_\_

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



Golden State Finance Authority (GSFA)  
1215 K Street, Suite 1650 · Sacramento, California 95814  
Phone: (855) 740-8422 · Fax: (916) 444-3219 · [www.gsfa-home.org](http://www.gsfa-home.org)

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**To:** Members of the GSFA Board of Directors  
GSFA Member County CAO's  
GSFA Member County Clerks of the Board

**From:** Patrick Blacklock, Executive Director

**Date:** October 3, 2022

**Re:** Designation of the 2023 GSFA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

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Annually, the Golden State Finance Authority (GSFA) requires confirmation of each member county's Delegate and Alternate to the GSFA Board of Directors. The first GSFA Board Meeting of 2023 will be held on January 18<sup>th</sup>.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSFA as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org) or mailed to:

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attn: Maggie Chui

Please note, GSFA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSFA Board of Directors meetings are held in conjunction with the RCRC Board of Directors meetings, GSFA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for these entities.

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

**Attachment**

- GSFA Designation Form



**Designation of 2023 Delegate and Alternate Supervisors for  
Golden State Finance Authority (GSFA) Board of Directors**

**County:** \_\_\_\_\_

**Delegate:**

➤ **Supervisor** \_\_\_\_\_

**Alternate:**

➤ **Supervisor** \_\_\_\_\_

**AUTHORIZATION**

**Name, Title:** \_\_\_\_\_

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

*Please note that all Delegates and Alternates will be required to comply with the GSFA's conflict of interest code and file a Form 700.*





**To:** Members of the GSCA Board of Directors  
GSCA Member County CAO's  
GSCA Member County Clerks of the Board

**From:** Patrick Blacklock, Executive Director

**Date:** October 3, 2022

**Re:** Designation of the 2023 GSCA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

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The Golden State Connect Authority (GSCA) requires confirmation of each member county's Delegate and Alternate to the GSCA Board of Directors. The first GSCA Board Meeting of 2023 will be held on January 18<sup>th</sup>.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSCA as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org), or mailed to:

Rural County Representatives of California  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attn: Maggie Chui

Please note, GSCA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSCA Board of Directors meetings are held in conjunction with the RCRC Board of Directors meetings, GSCA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for these entities.

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

**Attachment**

- GSCA Designation Form



**Designation of 2023 Delegate and Alternate Supervisors for the  
Golden State Connect Authority (GSCA) Board of Directors**

**County:** \_\_\_\_\_

**Delegate:**

➤ **Supervisor** \_\_\_\_\_

**Alternate:**

➤ **Supervisor** \_\_\_\_\_

**AUTHORIZATION**

**Name, Title:** \_\_\_\_\_

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



**Rural Counties**  
Environmental Services  
Joint Powers Authority

**ESJPA**

**To:** Members of the ESJPA Board of Directors  
ESJPA CAO's  
ESJPA Clerks of the Board

**From:** Patrick Blacklock, Executive Director

**Date:** October 3, 2022

**Re:** Designation of the 2023 ESJPA Delegates and Alternates -  
**ACTION REQUIRED**

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Annually, the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) requires confirmation of each member county's Delegate and Alternate to the ESJPA Board of Directors. The first ESJPA Board Meeting of 2023 will be held on March 9<sup>th</sup>.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org), or mailed to:

Rural County Representatives of California  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attn: Maggie Chui

The ESJPA bylaws require that a Supervisor be the Delegate. **Alternates are generally a staff member in charge of solid waste/recycling programs for the county.** While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate from each county will have voting rights.

Furthermore, all Delegates and Alternates will be required to comply with the ESJPA conflict of interest code and file a Form 700.

Please do not hesitate to contact me at [pblacklock@rcrcnet.org](mailto:pblacklock@rcrcnet.org) or Staci Heaton, Deputy Executive Director, at [sheaton@rcrcnet.org](mailto:sheaton@rcrcnet.org) if you have any questions or require additional information. Thank you for your assistance in this matter.

**Attachment**

- ESJPA Designation Form



**Rural Counties**  
Environmental Services  
Joint Powers Authority  

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**ESJPA**

**Designation of 2023 Delegate and Alternates for the**  
**Rural Counties' Environmental Services Joint Powers Authority (ESJPA)**  
**Board of Directors**

County: \_\_\_\_\_

Delegate:

➤ Supervisor \_\_\_\_\_

Alternate:

➤ 1<sup>st</sup> Alternate: \_\_\_\_\_

E-Mail: \_\_\_\_\_

➤ 2<sup>nd</sup> Alternate: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**AUTHORIZATION**

Name, Title: \_\_\_\_\_

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

*An Alternate is generally a staff member who is in charge of solid waste /recycling programs for the member county. While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate will have voting rights. Please note that all Delegates and Alternates will be required to comply with the ESJPA's conflict of interest code and file a Form 700.*

# RCRC AND AFFILIATED ENTITIES 2023 Meeting Calendar

## January 2023

Wednesday, January 11, 2023	GSNR Board Meeting	Sacramento/Zoom
<b>Wednesday, January 18, 2023</b>	<b>RCRC Board Meeting</b>	<b>Sacramento/Zoom</b>
Wednesday, January 18, 2023	GSFA Board Meeting	Sacramento/Zoom
Wednesday, January 18, 2023	GSCA Board Meeting	Sacramento/Zoom
<b>Wednesday, January 18, 2023</b>	<b>RCRC Installation Reception</b>	Sacramento
Thursday, January 26, 2023	CSAC Executive Committee	TBD

## February 2023

February 1-3, 2023	CSAC Executive Committee Leadership Forum	San Diego County
February 11-14, 2023	NACo Legislative Conference	Washington, DC
Wednesday, February 22, 2023	RCRC Executive Committee	Sacramento/Zoom
Wednesday, February 22, 2023	GSFA Executive Committee	Sacramento/Zoom
Wednesday, February 22, 2023	GSCA Executive Committee	Sacramento/Zoom

## March 2023

Thursday, March 2, 2023	CSAC Board Meeting	TBD
<b>Wednesday, March 8, 2023</b>	<b>RCRC Board Meeting</b>	<b>Sacramento/Zoom</b>
Wednesday, March 8, 2023	GSFA Board Meeting	Sacramento/Zoom
Wednesday, March 8, 2023	GSCA Board Meeting	Sacramento/Zoom
Thursday, March 9, 2023	ESJPA Board Meeting	Sacramento/Zoom
Wednesday, March 22, 2023	GSNR Board Meeting	Sacramento/Zoom
Thursday, March 23, 2023	CSAC Executive Committee	TBD

## April 2023

April 11-13, 2023	CSAC Legislative Conference	Sacramento
Thursday, April 13, 2023	CSAC Board Committee	Sacramento
Wednesday, April 26, 2023	RCRC Executive Committee	Sacramento/Zoom
Wednesday, April 26, 2023	GSFA Executive Committee	Sacramento/Zoom
Wednesday, April 26, 2023	GSCA Executive Committee	Sacramento/Zoom

## May 2023

<b>May 11-12, 2023</b>	<b>RCRC Board Meeting</b>	<b>Butte County</b>
May 11-12, 2023	GSFA Board Meeting	Butte County
May 11-12, 2023	GSCA Board Meeting	Butte County
May 24-26, 2023	NACo WIR Conference	TBA

## June 2023

Wednesday, June 7, 2023	GSNR Board Meeting	Sacramento/Zoom
Wednesday, June 14, 2023	RCRC Executive Committee	Sacramento/Zoom
Wednesday, June 14, 2023	GSFA Executive Committee	Sacramento/Zoom
Wednesday, June 14, 2023	GSCA Executive Committee	Sacramento/Zoom
Thursday, June 22, 2023	ESJPA Board Meeting	Sacramento/Zoom
TBD	CSAC Regional Meeting	TBD

## July 2023

<b>Wednesday, July 12, 2023</b>	<b>RCRC Board Meeting</b>	<b>Sacramento/Zoom</b>
Wednesday, July 12, 2023	GSFA Board Meeting	Sacramento/Zoom
Wednesday, July 12, 2023	GSCA Board Meeting	Sacramento/Zoom
July 21-24, 2023	NACo Annual Conference	Travis County, Texas

## August 2023

Wednesday, August 9, 2023	GSNR Board Meeting	Sacramento/Zoom
Thursday, August 10, 2023	CSAC Executive Committee	TBD
Wednesday, August 16, 2023	RCRC Executive Committee	Sacramento/Zoom
Wednesday, August 16, 2023	GSFA Executive Committee	Sacramento/Zoom
Wednesday, August 16, 2023	GSCA Executive Committee	Sacramento/Zoom
Thursday, August 17, 2023	ESJPA Board Meeting	Sacramento/Zoom
Thursday, August 31, 2023	CSAC Board Meeting	TBD

## September 2023

<b>September 20-22, 2023</b>	<b>RCRC Annual Meeting</b>	<b>Monterey County</b>
<b>Friday, September 22, 2023</b>	<b>RCRC Board Meeting</b>	<b>Monterey County</b>
Friday, September 22, 2023	GSFA Board Meeting	Monterey County
Friday, September 22, 2023	GSCA Board Meeting	Monterey County
TBD	CSAC Regional Meeting	TBD

## October 2023

Wednesday, October 4, 2023	GSNR Board Meeting	Sacramento/Zoom
October 11-13, 2023	CSAC Executive Committee Retreat	TBD
Wednesday, October 18, 2023	RCRC Executive Committee	Sacramento/Zoom
Wednesday, October 18, 2023	GSFA Executive Committee	Sacramento/Zoom
Wednesday, October 18, 2023	GSCA Executive Committee	Sacramento/Zoom
Thursday, October 19, 2023	ESJPA Board Meeting	Sacramento/Zoom

## November 2023

Wednesday, November 8, 2023	RCRC Executive Committee	Sacramento/Zoom
Wednesday, November 8, 2023	GSFA Executive Committee	Sacramento/Zoom
Wednesday, November 8, 2023	GSCA Executive Committee	Sacramento/Zoom
November 13-17, 2023	CSAC Annual Meeting	Alameda County
Thursday, November 16, 2023	CSAC Board Meeting	Alameda County

December 2023

**Wednesday, December 6, 2023**

Wednesday, December 6, 2023

Wednesday, December 6, 2023

December 6-8, 2023

Thursday, December 7, 2023

Wednesday, December 13, 2023

**RCRC Board Meeting**

GSFA Board Meeting

GSCA Board Meeting

CSAC Officers Retreat

ESJPA Board Meeting

GSNR Board Meeting

**Sacramento/Zoom**

Sacramento/Zoom

Sacramento/Zoom

TBD

Sacramento/Zoom

Sacramento/Zoom