



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA

Hurlbut Rook Community Center
405 Tecopa Hot Springs Rd., Tecopa, California

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

REGULAR MEETING

April 14, 2026
2:00 P.M.

1) **Pledge of Allegiance**

2) **Public Comment**

Comments will be accepted at this time related to subjects not included on the agenda. Comments will be limited to three minutes. Per the Ralph M. Brown Act, the Board is prohibited from responding to or taking action on items not included on the agenda.

3) **County Department Reports**

CONSENT AGENDA

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

4) **Approval of Minutes from the Regular March 31 Board of Supervisors Meeting**

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:

Approve the minutes from the regular March 31, 2026 Board of Supervisors meeting.

5) Resolution Authorizing the Administrative Officer as the Designated Applicant Agent with the California Office of Emergency Services

County Administrator - Emergency Services | Lisa Cox

Recommended Action:

Approve Governing Board Resolution No. 2026-11 in order to authorize the Inyo County Administrative Officer as the designated applicant agent for the County of Inyo with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program; and authorize the Assistant Clerk of the Board to certify the resolution by signature.

6) Three-Year Geographic Information Systems Contract Renewal with ESRI Inc.

County Administrator - Information Services | Abhilash Itharaju

Recommended Action:

- A) Declare ESRI Inc. a sole-source provider of Geographic Information Systems for the County;
- B) Approve the agreement between the County of Inyo and ESRI Inc. for the provision of Geographic Information Systems for the County; and
- C) Authorize the Chief Information Officer to sign the order form for a three-year contract renewal at \$32,550 per year.

7) Behavioral Health Performance Contract with Department of Health Care Services

Health & Human Services | Anna Scott

Recommended Action:

Approve the contract between the County of Inyo and Department of Health Care Services (DHCS) of Sacramento, California for the provision of behavioral health services for the period of July 1, 2026 through June 30, 2029, contingent upon the Board's approval of future budgets, and authorize the Mental Health Director to sign the Standard Agreement, Exhibits A-F and Contractor Certification Clause.

8) Request to Reserve Tinnemaha Campground

Public Works - Parks & Recreation | Jorge Briceno

Recommended Action:

Approve a request from the Moontribe Collective to reserve all campsites at Tinnemaha Creek Campground, from June 27 to July 1, 2026.

9) Resolution Authorizing Submittal of Applications for Grant Programs and Related Authorizations

Public Works - Recycling & Waste Management | Cap Aubrey

Recommended Action:

Approve Resolution No. 2026-12, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing Submittal of Applications for Grant Programs and Related Authorizations," in relation to CalRecycle grants, and authorize the Chairperson to sign.

10) Temporary Lane Closure for US Cycling Event LLC

Public Works | Shannon Platt

Recommended Action:

Approve the temporary lane closure of Onion Valley Road just west of U.S. Highway 395 and East Market Street, to allow US Cycling and Whiskey Tango Fondo to hold the annual Cycling Event on Onion Valley Road and East Market Street on April 26, 2026.

REGULAR AGENDA

11) Workshop - The Board will hear updates and reports from representatives of the following entities:

- Death Valley National Park
- Amargosa Conservancy
- Friends of the Amargosa Basin
- Southern Inyo Fire Protection District
- Community Advocates for Southeast Inyo

12) Connecting Tecopa: Bicycle and Pedestrian Safety Corridor

Public Works | Justine Kokx

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

Recommended Action:

Approve the agreement between the County of Inyo and Dokken Engineering of Folsom, CA for the provision of phased professional services, including environmental documentation (PAED), preparation of final Plans, Specifications, and Estimates (PS&E), and right-of-way (ROW) support in an amount not to exceed \$1,538,383.23 for the period of May 15, 2026 through June 30, 2029, contingent upon the Board's approval of future budgets, and the future allocation of awarded funds, and authorize the Chairperson to sign.

13) Personal Services Contract - Assistant Treasurer-Tax Collector

County Administrator - Personnel | David Fraser
5 minutes (2.5min. Presentation / 2.5min. Discussion)

Recommended Action:

- A) Approve the contract between the County of Inyo and Meghan O'Keefe for the provision of personal services as the Assistant Treasurer-Tax Collector at Grade 18, Step A, \$8,254.35 per month effective, April 15, 2026, and authorize the Chairperson to sign; and
- B) Approve the job description for the Assistant Treasurer-Tax Collector.

ADDITIONAL PUBLIC COMMENT

14) Public Comment

Comments will be accepted at this time related to subjects not included on the agenda. Comments will be limited to three minutes. Per the Ralph M. Brown Act, the Board is prohibited from responding to or taking action on items not included on the agenda.



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DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 14, 2026

Reference ID:
2026-268

Approval of Minutes from the Regular March 31 Board of Supervisors Meeting

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular March 31, 2026 Board of Supervisors meeting.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Hayley Carter
Darcy Israel

Created/Initiated - 03/31/2026
Final Approval - 03/31/2026

ATTACHMENTS:

1. Draft March 31, 2026 Minutes

MINUTES



County of Inyo Board of Supervisors

March 31, 2026

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:32 a.m., on March 31, 2026, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Trina Orrill, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Scott Marcellin. Also present: CAO David Fraser, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel.

- Public Comment I* The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.
- Closed Session* Chairperson Orrill recessed open session at 8:33 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); 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 – County Administrative Officer David Fraser, Assistant County Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich; No. 3 **Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Name of case: City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al. Inyo County Superior Court Case No. 12908; No. 4 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Eastern Sierra Child Support Director; and No. 5 **Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – In Re: National Prescription Opiate Litigation Case No. 1:17-md-2804.
- Open Session* Chairperson Orrill recessed closed session and reconvened the meeting in open session at 10:14 a.m. with all Board members present.
- Pledge of Allegiance* Probation Chief Jeff Thomson led the Pledge of Allegiance.
- Report on Closed Session* County Counsel Vallejo reported that the Board met under Item Nos. 2 through 5 and said that the Board approved entering into a settlement agreement under Item No. 5 contingent upon all parties signing.
- Public Comment II* The Chairperson asked for public comment related to items not calendared on the agenda and comment was received from Lauralyn Hundley and In-Home Supportive Services (IHSS) employees Gina Martinez, Juanita Watterson, and “Deborah.”
- Board Member Reports* Supervisor Marcellin reported that he attended an Owens Valley Groundwater Authority (OVGA) meeting.
- Supervisor Wadelton said that he also attended the OVGA meeting and announced that he was named Vice Chairperson. He further noted his participation in the Friends of the Amargosa Basin's 3rd Annual Vole Fest, the “Unite Tecopa” music event, and the Lone Pine FFA Blue and Gold event at the Film History Museum. He thanked County staff who volunteered their time and expertise to support the FFA event.
- Supervisor Roeser said that she attended meetings of the National Association of Counties (NACo) Rural Action Caucus and Rural Affairs Steering Committee, the Rural County

Representatives of California (RCRC), Golden State Finance, Golden State Natural Resources, Golden State Connect Authority, the Environmental Services Joint Powers Authority, and a Buttermilk Working Group meeting. She also attended meetings for the Eastern Sierra Jobs First Composting Group and Agriculture Activation Plan Group, and the Bishop Creek Wastewater System Committee along with representatives from the Forest Service.

Supervisor Orrill reported that she attended a special meeting of the Eastern Sierra Transit Authority (ESTA), an Eastern Sierra Council of Governments (ESCOG) Recreational Collaborative Implementation Collaboration meeting, and a California Office of Emergency Services (CalOES) Homeland Security Advisory Community meeting. Supervisor Orrill noted the success of the Youth Chess Tournament in Bishop, sponsored by the Bishop Rotary Club, and announced the tournament winners.

County Department Reports

Clerk-Recorder and Registrar of Voters Danielle Sexton said that her department will have an informational booth at the Bishop Paiute Tribe's Middle Mile Connected Light Up Event this Thursday. Sexton also provided Elections updates, information on Elections volunteering, and announced that tomorrow is the last day to file a Statement of Economic Interests (700) form.

Probation Chief Thomson shared legislative updates, reported that the Requests for Proposals for the At-Promise Youth Grants closed, and recognized staff who participated in the Baker to Vegas race. He briefed the Board on recent Chief Probation Officer Committee (CPOC) discussions regarding Proposition 36 funding, reinstating the Pre-Trial Program, and Senate Bill 1157 (informational handout provided), noting that all align with the County's Legislative Platform, and asked the Board to consider sending Letters of Support for each of the discussed items.

Deputy CAO Meaghan McCamman provided information on the recently published Regional Housing Needs Assessment and explained that the Community Housing Collective (Inyo and Mono counties, the City of Bishop, and the Town of Mammoth Lakes) worked with contracted BAE Urban Economics to collect data and will now begin developing an action plan for consideration this fall.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve the minutes from the regular March 17, 2026 Board of Supervisors meeting. Motion carried unanimously.

Clerk of the Board – Mt. Whitney Cemetery District Board of Trustees Appointments

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to appoint Mr. Mark Taylor and Ms. Jessie Wilder to the Mt. Whitney Cemetery District Board of Trustees, to serve one unexpired four-year term ending May 31, 2027 and one unexpired four-year term ending May 31, 2028, respectively. Motion carried unanimously.

HHS – LGA Coordinator Appointment

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to appoint Stephanie Tanksley, Inyo County Health and Human Services Deputy Director Public Health and Prevention, as the Local Governmental Agency (LGA) Coordinator for Inyo County for the purposes of coordinating Medi-Cal Administrative Activities (MAA)/Targeted Case Management (TCM) activities with the California Department of Health Care Services, effective April 1, 2026. Motion carried unanimously.

HHS – Shared Vision Consultants Contract Amendment No. 1

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approval of Amendment No. 1 to the contract between the County of Inyo and Shared Vision Consultants of Dublin, CA, for the provision of Professional Consultant Services to increase the contract amount by \$200,000, for a total amount not to exceed \$275,000, and amend the scope of work; and authorize the Chairperson to sign. Motion carried unanimously.

Planning Department – Daniel B. Stephens Contract Amendment No. 10

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve Amendment No. 10 to the contract between the County of Inyo and Daniel B. Stephens and Associates, Inc. for the provision of hydrological services, to amend all sections relating to the term of the agreement to be April 25, 2017 to April 25, 2027, contingent upon the Board's approval of the 2026-2027 Fiscal Year budget, and authorize the chairperson to sign. Motion carried

unanimously.

**CAO-Motor Pool –
Surplus Vehicle
Auction**

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to:

- A) Declare the vehicles identified in Exhibit A as surplus;
- B) Authorize Motor Pool to offer the vehicles for sale utilizing the Public Surplus auction site; and
- C) Authorize Motor Pool to utilize either the previously approved consignment auction agreement with Enterprise Fleet Management or another auctioneer for the removal and sale of any vehicles remaining unsold after the Public Surplus process.

Motion carried unanimously.

**Public Works –
H.W. Lochner, Inc.
Contract Amendment
No. 6**

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve Amendment No. 6 to the agreement between the County of Inyo and H.W. Lochner of Chicago, IL, increasing the contract to an amount not to exceed \$1,027,642, and authorize the Chairperson to sign. Motion carried unanimously.

**2026 Mule Days
Celebration Report**

Mule Days Director Donna Bird updated the Board on the 2026 celebration, noting that last year's grant funding from the County paid for livestreaming performances and that this year's funding supported a digital ad campaign that is already drawing new interest to the event. Director Bird highlighted expanded outreach, which included reconnecting with thousands of community volunteers as well as a youth-led pack mule education tour to local schools, and announced that a fundraiser barbecue will be held at the Elks Park on April 11.

**Sheriff –
Drug Enforcement
Administration
Agreement**

Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to ratify and approve the agreement between the County of Inyo and Drug Enforcement Administration of the United States Department of Justice (DOJ) for the provision of illicit cannabis eradication and suppression funding in an amount not to exceed \$15,000 for the period of October 1, 2025 through September 30, 2026, and authorize the Sheriff or designee to sign the relevant documentation. Motion carried unanimously.

**CAO –
Southern CA Edison
Grant of Easement**

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to:

- A) Approve a Grant of Easement to Southern California Edison (SCE) to allow for installation, operation, and maintenance of electrical infrastructure at 1001 County Road, Big Pine, and authorize the Chairperson to sign all documents necessary to convey the easement; and
- B) Find this action to be exempt from CEQA under Section 15305 (Minor Alterations in Land Use Limitations) as it involves a negligible expansion of an existing use previously approved and provides a minor change to the easement route for utility purposes.

Motion carried unanimously.

**CAO –
Budget Amendments**

Moved by Supervisor Griffiths and seconded by Supervisor Wadelton to:

- A) Amend the Fiscal Year 2025-2026 Fuel Reduction Parks & Campgrounds Budget (612303) as follows: increase estimated revenue in State Grants (4498) by \$202,976 and increase appropriation as follows: increase Internal Charges (5121) by \$17,300; increase Professional Services (5265) by \$30,000; increase General Operating (5311) by \$5,676; and increase Equipment (5650) by \$150,000 (*4/5ths vote required*); and
- B) Amend the Fiscal Year 2025-2026 Fuel Reduction Vouchers Budget (612304) as follows: increase estimated revenue in State Grants (4498) by \$119,005 and increase appropriation as follows: increase Internal Charges (5121) by \$7,455; increase General Operating (5311) by \$14,350; and increase Professional Services (5265) by \$97,200 (*4/5ths vote required*).

Motion carried unanimously.

**Clerk of the Board –
SB Nos. 1084, 1118,
and 1162 Letters of
Support**

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve letters of support for SB 1084 (Fire Safe Home Tax Credits Act), SB 1118 (Generator and Backup Power Tax Credits Act), and SB 1162 (FAIR Plan and WUI Prioritization); and authorize the Chairperson to sign. Motion carried unanimously.

Public Comment III

Chairperson Orrill asked if there was anyone wishing to provide public comment and County Counsel Vallejo noted for the record that written comment was received from Renata DeMello and will be a part of the meeting record.

Adjournment

The Chairperson adjourned the meeting at 11:36 a.m. to 2:00 p.m. Tuesday, April 14, 2026, at the Hurlbut Rook Community Center in Tecopa.

Chairperson, Inyo County Board of Supervisors

*Attest: DAVID FRASER
Clerk of the Board*

by: _____
Darcy Israel, Assistant

DRAFT



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DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 14, 2026

Reference ID:
2026-264

Resolution Authorizing the Administrative Officer as the Designated Applicant Agent with the California Office of Emergency Services County Administrator - Emergency Services ACTION REQUIRED

ITEM SUBMITTED BY

Lisa Cox, Emergency Services Manager

ITEM PRESENTED BY

Lisa Cox, Emergency Services Manager

RECOMMENDED ACTION:

Approve Governing Board Resolution No. 2026-11 in order to authorize the Inyo County Administrative Officer as the designated applicant agent for the County of Inyo with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program; and authorize the Assistant Clerk of the Board to certify the resolution by signature.

BACKGROUND / SUMMARY / JUSTIFICATION:

This form, along with approvals and documentation from the Board Meeting Minutes, is also required prior to submitting a recently-requested Cal OES-PA-126 form, the Project Application for the California Disaster Assistance Act Program (CDAA).

The impetus for Cal OES 130 form came from a request on March 24, 2026 from the Cal OES Disaster Assistance Program to Nate Greenberg (which was received by Denelle Carrington), requiring OES-PA-126 form to be completed in order to receive reimbursement for the state's cost share for the Federal Highways Administration CDAA 2023-05 February-April Storms DR 4699. This project is otherwise known as the Whitney Portal Road II culvert repair project.

Upon further inquiry with Cal OES Disaster Recovery division, it was discovered that the OES-130 form had been expired since November 29, 2025 and was in need of updating not only for Inyo County's applicant authority for federal financial disaster assistance, but to also change the name of the Authorized Agent to the new interim CAO. It was also recommended by the Inyo County Emergency Services Manager to add Assistant CAO Denelle Carrington and Deputy County Administrator Meaghan McCamman as additional Authorized Agents to help prolong the validity of this form in the near future.

Further, this form will authorize Inyo County to apply for the Federal Emergency Management Agency (FEMA) newly-reopened FY 2024 and 2025 Building Resilient Infrastructure and Communities (BRIC) program. Through this funding opportunity, FEMA is making \$1 billion in federal funding available to states, local governments, territories and Tribal Nations. This funding opportunity could also be used to update Inyo County's Multi-Jurisdictional Hazard Mitigation Plan according to the new 2025 FEMA Planning Policy, which is required to be updated in order to apply for hazard mitigation grant

infrastructure projects in the future.

This form expires three years from the approval date, which it will need to be renewed again, or if the name of the Authorized Agent(s) change.

FISCAL IMPACT:

This resolution is required for Inyo County to be eligible to apply for certain state and federal emergency funding programs, including most recently for example, a CalOES reimbursement for a portion of the FHWA-funded "Whitney Portal II Project." The total cost associated with the Whitney Portal II Culvert Repair Project was \$1,392,232.14. FHWA reimbursed the County for \$1,341,258.93, and CalOES will reimburse for 75% of the remaining expense, or \$38,229.91.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to sign Form 130, but this alternative is not recommended. Without an updated and valid OES-130 form, Inyo County would not only not be ineligible to apply for disaster assistance and hazard mitigation grants in the future, but also will ineligible to receive cost share reimbursements from the State of California for previous disasters. This form, along with approvals and documentation from the Board Meeting Minutes, is also required prior to submitting a recently-requested Cal OES-PA-126 form, the Project Application for the California Disaster Assistance Act Program (CDAA).

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I Public Safety and Emergency Response

APPROVALS:

Hayley Carter	Created/Initiated - 03/26/2026
Lisa Cox	Approved - 03/27/2026
Darcy Israel	Approved - 03/27/2026
Lisa Cox	Approved - 03/27/2026
John Vallejo	Approved - 03/27/2026
Amy Shepherd	Approved - 03/27/2026
Denelle Carrington	Final Approval - 03/30/2026

ATTACHMENTS:

1. Designating Resolution
2. Project List

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR
NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Supervisors OF THE County of Inyo
(Governing Body) (Name of Applicant)

THAT David Fraser, OR
(Title of Authorized Agent)

Denelle Carrington, OR
(Title of Authorized Agent)

Meaghan McCamman
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the County of Inyo,
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the County of Inyo, a public entity established under the
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this ___ day of _____, 20__

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Darcy Israel, duly appointed and Asst. Board Clerk of
(Name) (Title)

County of Inyo, do hereby certify that the above is a true and
(Name of Applicant)

correct copy of a resolution passed and approved by the Board of Supervisors
(Governing Body)

of the County of Inyo on the ___ day of _____, 20__.
(Name of Applicant)

(Signature)

Asst. Board Clerk
(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130 - Instructions

Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



LIST OF PROJECTS

Page 1 of 1 Disaster Number CDAA
 APPLICANT: County of Inyo DATE COMPLETED: 3/20/2024
 CONTACT NAME AND PHONE NUMBER: Ashley Helms, 760-878-0200 IS THIS AN AMENDED LIST OF PROJECTS? No

Item #	Location	Description of Damage and Scope of Work	Cost Estimate	Category*	Was work completed by force acct (FA), contract (C), or both (F/C)?	Enter " ENV" if there are environmental issues or " HIST" for historic issues, or both	Was there insurance coverage? If yes, enter deductible amount	Was the facility damaged in a prior disaster(s)? If yes, enter disaster name(s) or number(s)	Are there cost effective hazard mitigation measures that may prevent future damage?
1	Whitney Portal Rd	Approx. 1000 ft of undercut roadway, 2.6 ft culverts destroyed	\$ 1,360,890	C	F/C		\$ 0		Yes
			\$				\$ 0		
			\$				\$		
			\$				\$		
			\$				\$		
			\$				\$		
			\$				\$		

*CATEGORY: A) Debris Clearance; B) Protective Measures; C) Road System; D) Water Control Facility; E) Buildings and Equipment; F) Public Utility System; G) Other. (Note: if a single site has more than one category, indicate the category that represents the majority of damage.)



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DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 14, 2026

Reference ID:
2026-153

Three-Year Geographic Information Systems Contract Renewal with ESRI Inc.

County Administrator - Information Services

ACTION REQUIRED

ITEM SUBMITTED BY

Abhilash Itharaju, Assistant Chief Information Officer

ITEM PRESENTED BY

Abhilash Itharaju, Assistant Chief Information Officer

RECOMMENDED ACTION:

- A) Declare ESRI Inc. a sole-source provider of Geographic Information Systems for the County;
- B) Approve the agreement between the County of Inyo and ESRI Inc. for the provision of Geographic Information Systems for the County; and
- C) Authorize the Chief Information Officer to sign the order form for a three-year contract renewal at \$32,550 per year.

BACKGROUND / SUMMARY / JUSTIFICATION:

The GIS (Geospatial Information System) provided by ESRI is used widely across the County by multiple departments, including the following:

- The Office of Emergency Management uses it in emergencies to identify shelters and detours
- The Planning Department uses it to capture parcel and ownership information
- Public Works uses it to locate culverts, roads, street lamps etc.
- The Assessor's Office uses the information for mining claims
- The Clerk-Recorder's Office uses it for record keeping.

The above examples show how broadly this piece of software is used. ESRI Inc. is a proven leader in GIS space and there are no commercial alternatives that provide the kind of functionality they do. Moreover, their ubiquity translates into interoperability between the County and its partner agencies. ESRI's license fee for the past several years has reliably been reimbursed by grant funding and we expect that to be the case for the next three years as well.

FISCAL IMPACT:

Funding Source	Grant Funded - HSGP	Budget Unit	623725
Budgeted?	Yes	Object Code	5265

Recurrence	Ongoing Expenditure	Sole Source?	Yes
If Sole Source, provide justification below			
ESRI Inc. is a market leader in GIS Space. There are no commercially viable alternatives that provide the functionality ESRI Inc. does. Besides, all our county's mapping data captured over decades is already in ESRI's system. It will be really expensive to switch to an alternative and migrate all the data.			
Current Fiscal Year Impact			
Up to \$32,550 for the period between 2026 and 2027 (30,200 + 7.75% tax)			
Future Fiscal Year Impacts			
Up to \$65,100 for the period between 2027 and 2029 (60,400 + 7.75% tax)			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to approve. This is not recommended.

This software is heavily used by Emergency Management, the Sheriff's Office, Planning, Public Works, the Clerk-Recorder, the Assessor and Water. Their usage ranges from mapping out emergency responses through updating parcel information, tracking road maintenance and conditions, and processing mining claims, to name a few. The ability to access and modify this information is a critical requirement for the County. There are no viable commercial alternatives to ESRI Inc. that provide the functionality we need. Not having this system would be disruptive and far more expensive for the County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

- High Quality Services** | High-Quality County Government Services
- High Quality Services** | Improved Access to Government
- High Quality Services** | Improved County Facilities
- High Quality Services** | Public Safety and Emergency Response

APPROVALS:

- | | |
|--------------------|--------------------------------|
| Abhilash Itharaju | Created/Initiated - 02/20/2026 |
| Darcy Israel | Approved - 02/20/2026 |
| Noam Shendar | Approved - 02/20/2026 |
| Abhilash Itharaju | Approved - 02/20/2026 |
| Amy Shepherd | Approved - 02/24/2026 |
| Keri Oney | Approved - 03/12/2026 |
| Abhilash Itharaju | Approved - 03/27/2026 |
| John Vallejo | Approved - 03/27/2026 |
| Denelle Carrington | Final Approval - 03/30/2026 |

ATTACHMENTS:

1. ESRI Small Government Quote



Quotation # Q-570682

Date: March 26, 2026

Customer # 395771 Contract #

County of Inyo
 IS Dept
 1360 N Main St
 Bishop, CA 93514-3013

ATTENTION: Denver Billing
 PHONE: 8054047027
 EMAIL: dbilling@inyocounty.us

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 3/26/2026 To: 6/24/2026

Material	Qty	Term	Unit Price	Total
193204	1	Year 1	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
193204	1	Year 2	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
193204	1	Year 3	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$90,600.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$90,600.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jesse Gonzalez	Email: jesse_gonzalez@esri.com	Phone: (909) 793-2853 x1106
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

GONZALEZJ This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-1)**

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	15	ArcGIS Enterprise Contributor User Type	15
ArcGIS Online Mobile Worker User Type	100	ArcGIS Enterprise Mobile Worker User Type	100
ArcGIS Online Creator User Type	100	ArcGIS Enterprise Creator User Type	100
ArcGIS Online Professional User Type	20	ArcGIS Enterprise Professional User Type	20
ArcGIS Online Professional Plus User Type	20	ArcGIS Enterprise Professional Plus User Type	20
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	20	ArcGIS Location Sharing for ArcGIS Enterprise	20
ArcGIS Online Service Credits	50,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	15

Other Benefits

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“**Case**” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“**Deploy**”, “**Deployed**” and “**Deployment**” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“**Fee**” means the fee set forth in the Quotation.

“**Maintenance**” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“**Master Agreement**” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“**Product(s)**” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“**Quotation**” means the offer letter and quotation provided separately to Customer.

“**Technical Support**” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“**Tier 1 Help Desk**” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“**Tier 1 Support**” means the Technical Support provided by the Tier 1 Help Desk.

“**Tier 2 Support**” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 14, 2026

Reference ID:
2026-243

Behavioral Health Performance Contract with Department of Health Care Services Health & Human Services

ACTION REQUIRED

ITEM SUBMITTED BY

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

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and Department of Health Care Services (DHCS) of Sacramento, California for the provision of behavioral health services for the period of July 1, 2026 through June 30, 2029, contingent upon the Board's approval of future budgets, and authorize the Mental Health Director to sign the Standard Agreement, Exhibits A-F and Contractor Certification Clause.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Standard Performance contract sets forth the conditions that the Counties must meet to receive funds as related to the Behavioral Health Services Act (BHSA), Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH) (not accessed in Inyo), Community Mental Health Services Block Grant (MHBG), Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG), and Crisis Counseling Assistance and Training Program (CCP) (as needed for disaster), and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. This is an agreement with DHCS that obligates the County to comply with the statutory regulations and requirements that govern the planning, use, tracking and reporting of the mental health funds. The program specifications related to BHSA are spelled out in detail. There are also general provisions such as maintenance of effort, program principles, reimbursement methods, quality assurance and improvement, performance outcomes, patients' rights, and record keeping, as well as reference to the regulations that govern these areas. The performance contract includes exhibits that address fund provision, information confidentiality and security requirements, including the HIPAA Business Associate's Agreement, and the contract certification clause. The contract also includes the signed agreement for information exchange between DHCS and the Social Security Administration.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	045200, 045201, 045315
Budgeted?	Yes	Object Code	Various
Recurrence	Ongoing revenue	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

There is no money attached to this contract; rather, it is about the requirements for various behavioral health programs.

Future Fiscal Year Impacts

There is no money attached to this contract; rather, it is about the requirements for various behavioral health programs.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny approval of the performance contract. This is not recommended, however, as it would impact the County's ability to access the various Mental Health funds resulting in significant reductions in services at the local level.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Mental Health and Substance Use Disorder programs are integrated as the Behavioral Health division of the HHS Department. Behavioral Health works with other HHS divisions as well as other county and community agencies such as health care, law enforcement, and schools.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Melissa Best-Baker	Created/Initiated - 03/17/2026
Darcy Israel	Approved - 03/17/2026
Lucy Vincent	Approved - 03/19/2026
Gina Ellis	Approved - 03/20/2026
Anna Scott	Approved - 03/20/2026
Amy Shepherd	Approved - 03/23/2026
John Vallejo	Approved - 03/30/2026
Denelle Carrington	Final Approval - 03/31/2026

ATTACHMENTS:

1. Department of Health Care Services Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 26-60032	PURCHASING AUTHORITY NUMBER (If Applicable)
-------------------------------------	---

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

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

July 1, 2026

THROUGH END DATE

June 30, 2029

3. The maximum amount of this Agreement is:

\$0 (Zero 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	4
Exhibit A, Attachment I	Behavioral Health Services Act	34
Exhibit A, Attachment II	Additional Terms and Conditions	6
Exhibit A, Attachment III	Request for Waiver	1
Exhibit B	Budget Detail Provisions	1
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
Exhibit D	Special Terms and Conditions	40
Exhibit E	Additional Provisions	5
Exhibit F	Business Associate Addendum (HIPAA)	6

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

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 26-60032	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per Budget Act 2025, Assembly Bill 227, Item 4260-116-0890; Welfare and Institution Code, Sections 5402(i), 5706, and 5814(g).

Exhibit A
Scope of Work

I. Service Overview

The California Department of Health Care Services (hereafter referred to as DHCS) administers the Behavioral Health Services Act, Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG), and Crisis Counseling Assistance and Training Program (CCP), and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act.

Contractor (hereafter referred to as County) must meet certain conditions and requirements to receive funding for these programs and services, as set forth in this County Performance Contract (hereafter referred to as the Contract or Agreement), as required by Welfare and Institutions Code (W&I) sections 5650(a), 5651, and 5897. County agrees to comply with all of the conditions and requirements described herein.

DHCS will monitor this Contract to ensure compliance with applicable federal and State law and applicable regulations. (California Government Code (GC), §§ 11180-11182; W&I §§ 5614, 5717(b), 5651(b)(10), 5897(d), 5963.04, 14124.2(a), and 14197.7.)

County must submit all deliverables required in this Contract in the schedule, form, and manner specified by DHCS.

II. Service Location

The services must be performed at the Contractor's work site unless specified via writing to the DHCS Contract Manager.

III. Service Hours

The services must be provided during the Contractor's normal working hours, 8:00AM – 5:00PM, Monday through Friday, unless specified via writing to the DHCS Contract Manager.

IV. Contract Representatives

A. The Contract representatives during the term of this Contract will be:

Department of Health Care Services	County of Inyo
Contract Manager: Waheeda Sabah	Anna Scott, HHS/Mental Health Director
Telephone: 916-345-7462	Telephone: (760) 873-3305
Email: waheeda.sabah@dhcs.ca.gov	Fax: (760) 873-6505
	Email: ascott@inyocounty.us

B. Direct all inquiries to:

Department of Health Care Services	County of Inyo
Behavioral Health – Community Services Division/Federal Grants Branch	Attention: Anna Scott
Attention: Waheeda Sabah	1360 N. Main Street, Suite 201
1501 Capitol Avenue	Bishop, CA 93514
P.O. Box Number 997413, Mail Stop 2624	Telephone: (760) 873-3305
Sacramento, CA 95899-7413	Fax: (760) 873-6505
Telephone: (916) 345-7462	Email: ascott@inyocounty.us
Email: waheeda.sabah@dhcs.ca.gov	

C. Either party may make changes to the information in provision 4 of this Exhibit A by giving written notice to the other party. Said changes will not require an amendment to this Contract.

V. General Requirements for Agreement

W&I section 5651(b) sets forth specific assurances that must be incorporated into this Contract. County must:

- A. Comply with the expenditure requirements of W&I section 17608.05;
- B. Provide services to persons receiving involuntary treatment as required by the LPS Act (commencing with W&I section 5000) and the Children’s Civil Commitment and Mental Health Treatment Act of 1988 (commencing with W&I section 5585);

- C. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 of the Bronzan-McCorquodale Act (commencing with W&I section 5700) , and submit cost reports and other data to DHCS in the form and manner determined by DHCS;
- D. Ensure that the Behavioral Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to W&I section 5604.2;
- E. Comply with all provisions and requirements in law pertaining to patient rights;
- F. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the PATH, MHBG, and SUBG programs;
- G. Provide all data and information set forth in W&I sections 5610 and 5664 ;
- H. If County elects to provide the services described in Chapter 2.5 of the Bronzan-McCorquodale Act (commencing with W&I section 5670), comply with guidelines established for program initiatives outlined in this chapter; and
- I. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Behavioral Health Services Act.

VI. County Behavioral Health Director

- A. County must comply with the organizational requirements of W&I sections 5604 (Behavioral Health Board), 5607, and 5608 (County Behavioral Health Director).
- B. County agrees to notify DHCS immediately if there is any change in the position of the County Behavioral Health Director. County must provide DHCS the contact information for any new County Behavioral Health Director appointed.

VII. Americans with Disabilities Act

County agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 United States Code (USC) § 794d), the Americans with Disabilities Act of 1990 (42 USC § 12101 *et seq.*), and the implementing regulations, including 36 Code of Federal Regulations (CFR) Part 1194 and 28 CFR Part 36, as applicable. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California GC section 7405 codifies section 508 of the Rehabilitation Act of 1973 and its implementing regulations requiring accessibility of electronic and information technology.

VIII. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine County is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that will be grounds for termination of this Contract. The State must provide County advance written notice of such termination, allowing County at least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.

IX. Word Usage

Unless the context of this Contract clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neutral genders shall each be deemed to include the others; (c) "shall," "will," "must," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.

The provision of the services is subject to the provisions set forth in the Exhibits and Attachments appended hereto.

Exhibit A, Attachment I
Behavioral Health Services Act

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1.0 Behavioral Health Services Act

This Article enumerates key County requirements for implementing the Behavioral Health Services Act (BHSA). These requirements are set forth in greater detail in the BHSA County Policy Manual and other applicable DHCS guidance. This Article is executed pursuant to Welfare and Institutions Code (W&I) section 5897.

In March 2024, voters approved Proposition 1 to reform the Mental Health Services Act (MHSA) and fund needed behavioral health facility infrastructure through a general obligation bond. The primary goals of the BHSA are to improve access to care, increase accountability and transparency for publicly funded, county-administered behavioral health services, and expand the capacity of behavioral health care facilities across California.

This Article details County's obligations under the BHSA, including reporting requirements, fiscal policies, and programmatic requirements for BHSA-funded Behavioral Health Services and Supports (BHSS), Housing Interventions, and Full Service Partnership (FSP) programs.

1.1 BHSA: Overview and General Requirements

1.1.1 Overview

- A. County must implement the BHSA consistent with this Contract (which is executed pursuant to W&I section 5897), applicable law and regulations, the BHSA County Policy Manual (hereafter referred to as the BHSA Policy Manual), and other applicable DHCS guidance.
- B. The defined terms enumerated in the BHSA Policy Manual apply to this Contract, except as otherwise provided.
- C. To the extent there is a conflict between the terms of this Contract and any federal or state statute or regulation or DHCS guidance issued pursuant to W&I section 5963.05 (or other applicable bulletin authority), County must comply with the statute, regulation, or guidance, and the conflicting Contract provision will no longer be in effect.
- D. Where a requirement provided or referenced herein has an effective date that differs from the effective date of this Contract, County is required to comply with the requirement as of its applicable effective date (not the effective date of this Contract) unless DHCS guidance provides otherwise.
- E. All terms and conditions set forth in the BHSA Policy Manual are hereby incorporated by reference and made a part of this Contract as if fully set forth herein.

1.1.2 Eligible and Priority Populations

County must comply with BHSA requirements concerning eligibility for and prioritization of services, as described in BHSA Policy Manual section 2.B.3 and any other applicable DHCS guidance.

- A. Eligible Populations
 - 1) County must limit BHSA services to eligible children and youth and eligible adults and older adults, as defined in W&I section 5892(k). BHSA eligible populations are not required to be enrolled in the Medi-Cal program. (W&I § 5892(k)(7)-(8).)
- B. Priority Populations
 - 1) County must prioritize BHSA services to the populations enumerated in W&I section 5892(d).

- 2) County is permitted to offer BHSA services to eligible individuals outside these priority populations.

1.2 Integrated Plan, Annual Updates, and Intermittent Updates

County must develop and submit three-year Integrated Plans (IPs) for Behavioral Health Services and Outcomes and Annual Updates as described in this section. Counties may submit intermittent updates as needed at any time during the IP cycle consistent with BHSA Policy Manual section 3, and any other applicable DHCS guidance. (W&I §§ 5963–5963.03.)

1.2.1 IP Purpose & Contents

- A. Using the IP and budget templates developed by DHCS, County must comply with the requirements in this section and the BHSA Policy Manual chapter 3:
 - 1) Describe its planned BHSA services and programming in accordance with:
 - a. Local data, including using local mental health and substance use disorder (SUD) prevalence data, unmet behavioral health treatment needs data, as well as identifying local health disparities, homelessness point-in-time counts and considering community health improvement plans (W&I § 5963.02(b)(2), (b)(4)); and
 - b. Statewide behavioral health goals and performance measures as described in BHSA Policy Manual section 3.E.6 (W&I § 5963.02(c)(3); BHSA Policy Manual §§ 2.C, 3.D);
 - 2) Report County’s planned activities and projected expenditures for all County Behavioral Health System services within the Behavioral Health Care Continuum for all funding sources (W&I § 5963.02(c)(1-2); BHSA Policy Manual § 3.C); and
 - 3) Ensure County Board of Supervisors approves the IP and certifies that County will meet its realignment obligations, including but not limited to time and distance standards and appointment time standards as set forth W&I section 14197 without utilizing waitlists. (W&I §§ 5963.02(a), (c), 14197; 14197.71(c)(2).)
- B. Joint IP Submissions
 - 1) Counties submitting a joint IP must comply with the requirements in this subsection and the BHSA Policy Manual section 3.E.5. A joint IP means an IP that covers:
 - a. Two or more county behavioral health departments; or

- b. One or more city-operated programs or departments acting jointly with another city-operated program or department or county behavioral health department.
- 2) Special circumstances for joint IPs
- a. Counties that submitted joint three-year plans under the MHSA may continue to submit joint IPs under BHSA.
 - b. The two city-operated mental health authorities receiving funds pursuant to W&I section 5701.5 must submit IPs independently from their counties under BHSA.
 - c. Counties with separate mental health and substance use disorder departments must collaborate on development on the IP and submit one joint IP to their County Board of Supervisors.
- 3) Counties must ensure joint IP is (BHSA Policy Manual § 3.E.5.3):
- a. Approved by the Board of Supervisors for each county represented in the joint IP or other local governing body prior to submission to the Behavioral health Services Oversight and Accountability Commission and DHCS; and
 - b. Includes certification from the joint entity's behavioral health director as described in subsection 1.2.7.D. of this Attachment I.

1.2.2 IP Submission

- A. County must submit a draft IP no later than March 31 and final IP no later than June 30 to DHCS the fiscal year prior to the effective date of the IP in accordance with BHSA Policy Manual sections 3.A.1 and 3.E.
- 1) If County fails to submit a complete draft or final IP by the required deadlines, County will be out of compliance and may be subject to corrective action. (BHSA Policy Manual § 3.E.4.)
 - 2) County must submit draft and final IPs through the DHCS' web-based county portal. (BHSA Policy Manual §§ 3.A, 3.E.4.1.)
 - a. If DHCS requires County to revise the IP, County will have 15 calendar days from the revision notice to address the issues raised by DHCS and resubmit the IP through the county portal. IPs are effective beginning July 1 of the fiscal year the IP covers. DHCS will post County's IP on DHCS' website. (BHSA Policy Manual § 3.E.4.2.)

1.2.3 Exemptions Submissions & Approval

- A. If County seeks an exemption (as described in subsections 1.7.4 (FSP) and 1.8.2 (Housing Interventions) of this Attachment I), County must comply with the requirements in this subsection 1.2.3 and in BHSA Policy Manual section 3.E.3.
- B. County must submit any exemption requests as part of the draft IP, as outlined in subsection 1.2.2, above. To determine local priorities and make the exemption requests responsive to local needs, counties must begin their community planning process, as described in subsection 1.2.6 of this Attachment I, prior to submitting a draft IP with an exemption request. (BHSA Policy Manual § 3.E.3.2.)
- C. DHCS must approve or deny County's exemption request 30 calendar days from receipt of the request. If DHCS does not respond within 30 calendar days, the exemption request will be considered approved. (BHSA Policy Manual § 3.E.3.4.)
- D. If DHCS denies County's exemption request, County may appeal the denial within 30 calendar days of receiving DHCS' denial as described in BHSA Policy Manual section 3.E.3.5.
- E. An approved exemption will only be valid for the duration of the three-year plan. For each subsequent three-year plan submission, County must submit an updated exemption request for DHCS approval. (BHSA Policy Manual § 3.E.3.2.)

1.2.4 Funding Allocation Percentage Changes

- A. Approved funding allocation percentage changes are final and cannot be adjusted again for the duration of the three-year plan, unless an annual change is approved by DHCS due to a state or local emergency. To be granted an annual change, County must demonstrate to DHCS that (BHSA Policy Manual § 6.B.5.1):
 - 1) It is experiencing a state (Government Code (GC), § 8625) or local (GC § 8630) emergency, and
 - 2) The change is necessary because of the emergency.
- B. County may only request an annual change in funding allocation percentages for previously approved funding allocation percentage changes. (W&I § 5892(c)(4)(C).)
- C. County must submit the funding allocation percentage change request in the county portal.

1.2.5 Annual Updates and Intermittent Updates

- A. County must submit annual updates to the IP in the second and third years of the IP cycle. (W&I § 5963.02(a); BHSA Policy Manual § 3.A.3.)
- B. County may prepare intermittent updates to the IP at any time during the IP cycle, although County must notify DHCS prior to submitting intermittent updates. (BHSA Policy Manual § 3.A.3.)
- C. County must include a summary and justification of the changes made by the annual updates and intermittent updates for a 30-day comment period prior to the effective date of the updates. (W&I § 5963.03(c)(2)(B); BHSA Policy Manual § 3.A.3.)
- D. Annual updates and intermittent updates are not subject to the stakeholder engagement requirements outlined in subsection 1.2.6 of this Attachment I. (W&I § 5963.03(a).) However (BHSA Policy Manual § 3.A.3):
 - 1) DHCS encourages stakeholder engagement; and
 - 2) If County chooses to elicit local stakeholder engagement in developing annual updates or intermittent updates, County must comply with the local behavioral health public hearing requirements outlined in subsection 1.2.7 of this Attachment I. (W&I § 5963.03(b)(1).)
- E. Submission and DHCS Review
 - 1) County must submit annual updates and intermittent updates using the DHCS' templates and web-based portal.
 - 2) Annual updates and intermittent updates are subject to the same process for submission and DHCS review as the IP, as described above in subsection 1.2.1 of this Attachment I.

1.2.6 Community Planning Process

- A. In developing the IP, County must conduct the following Community Planning Process activities (W&I § 5963.03(a); BHSA Policy Manual § 3.B):
 - 1) Engage local stakeholders in developing each element of the IP, as described in BHSA Policy Manual section 3.B.1 (W&I § 5963.02(b)); and
 - 2) Collaborate and engage with Medi-Cal Managed Care Plans (MCPs) and Local Health Jurisdictions (LHJs) as described in BHSA Policy Manual section 3.B.2, including by:

- a. Working with its LHJ on the development of the Community Health Improvement Plan (CHIP) (W&I § 5963.01(b));
 - b. Considering the CHIP of each LHJ that covers residents of the County in preparing County's IP and annual update (W&I § 5963.02(b)(4));
 - c. Working with each MCP that covers residents of the County on the development of the MCP's Population Needs Assessment (PNA) (W&I § 5963.01(a)); and
 - d. Considering the PNA of each MCP that covers residents of the County in preparing County's IP and annual update. (W&I § 5963.02(b)(3).)
- B. In implementing this subsection 1.2.6, County must:
- 1) Engage with LHJs and MCPs on Community Health Assessments (CHAs) and CHIPs through collaboration, data-sharing, and stakeholder engagement as described in BHSA Policy Manual section 3.B.2.3.
 - 2) Refer to the statewide behavioral health goals and associated performance measures during the community planning process, as described in BHSA Policy Manual section E.6.

1.2.7 Public Comment

For each draft IP, County must comply with the public comment and update processes outlined in this section, as applicable, and the requirements specified in BHSA Policy Manual sections 3.B.3 and 3.E.2.1.2 (W&I § 5963.03(a)-(b)):

- A. Provide 30 days for stakeholder comment, which may be conducted before or after County submits its draft IP to DHCS (W&I § 5963.03(a)(2)(B));
- B. After the 30-day comment period, require the local behavioral health board to (W&I § 5963.03(b), (d)):
 - 1) Review the draft plan and make recommendations to the local behavioral health agency for revisions (W&I § 5963.03(b).); and
 - 2) Provide an annual report to the local governing body (the local Board of Supervisors or city council) and to DHCS that includes written explanations in response to any substantive recommendations made by the local behavioral health board that are not included in the final IP or annual or intermittent updates. (W&I § 5963.03(d), (b)(5).)

- C. After the 30-day comment period and public hearing are complete, County must revise the IP to include (W&I § 5963.03(b)((2)-(3)):
 - 1) A summary of substantive written recommendations; and
 - 2) A summary and analysis of the revisions made as a result of stakeholder feedback.
- D. County must receive approval from County's Board of Supervisors and certification from County's Behavioral Health Director prior to submitting the final IP. (BHSA Policy Manual § 3.E.2.1.2.)

1.2.8 County Planning Funds

- A. County may allocate up to 5 percent of the total annual revenue received from the local Behavioral Health Services Fund (BHSF) to fund planning costs, pursuant to the requirements set forth in subsection 1.4 of this Attachment I. (W&I § 5892(e)(1)(B)-(C); BHSA Policy Manual § 3.B.4; Behavioral Health Information Notice (BHIN) 25-016.) Eligible planning costs do not include costs incurred as administrative costs or program expenditures.

1.3 Behavioral Health Outcomes, Accountability, and Transparency Report

County must develop and submit an annual Behavioral Health Outcomes, Accountability, and Transparency Report (BHOATR) to DHCS, consistent with BHSA Policy Manual section 4 and any other applicable DHCS guidance. (W&I § 5963.04.)

1.3.1 BHOATR Purpose, Contents and Submission

- A. Using the BHOATR and expenditure templates developed by DHCS, County must:
 - 1) Report on behavioral health spending, service utilization, and achievement of goals and outcomes outlined for the reporting period (W&I § 5963.04(a); BHSA Policy Manual §§ 3.C, 4); and
 - 2) Ensure County Board of Supervisors approves the BHOATR and certifies that County will meet its realignment obligations, including but not limited to time and distance standards and appointment time standards as set forth W&I section 14197 without utilizing waitlists. (W&I § 5963.04(b)-(c), 14197.71(c)(2).)
- B. County must submit the BHOATR through DHCS' web-based county portal.

- C. DHCS must post County's BHOATR and an aggregated statewide BHOATR on DHCS' website. (W&I § 5964.04(d); BHSAPolicy Manual § 4.A.)

1.4 BHSAPolicy Fiscal Policies

County must establish a local BHSF, appropriately allocate funding, and comply with related reporting requirements consistent with BHSAPolicy Manual section 6.B and any other applicable DHCS guidance. (W&I § 5892.)

1.4.1 Allocation Methodology

- A. County must establish a local BHSF for the monthly distribution of funds from the State Controller's Office. (W&I §§ 5892(g), 5891(c); BHSAPolicy Manual § 6.B.1.)
- B. County must establish and maintain sub-accounts for each BHSAPolicy component (Housing Intervention Programs, FSP Program, and BHSS). County is encouraged to maintain sub-accounts for each suballocation under each BHSAPolicy component, as described in BHSAPolicy Manual section 6.B.1.1.
- C. County must allocate and spend funds consistent with the proposed activities and projected expenditures approved in County's IP, intermittent updates, and/or annual update. (W&I § 5892(h); BHSAPolicy Manual § 6.B.1.1.)

1.4.2 Local Prudent Reserve

County must (BHSAPolicy Manual § 6.B.3):

- A. Establish and maintain a local Prudent Reserve (PR) to ensure BHSAPolicy components are not significantly impacted during years where revenues for the BHSF are below recent averages adjusted by changes in the state population and the California Consumer Price Index, as determined by DHCS. During such periods, County may transfer funds out of the PR in accordance with this Attachment I and BHSAPolicy Manual section 6.B.3. (W&I § 5892(b)(1).) County may draw down PR funds only during periods in which DHCS has determined that state-level BHSF revenues are below recent trends.
- B. Assess PR funding levels at least once every three years. County must report PR assessments in the IP and must ensure each PR assessment is certified by County's Behavioral Health Director in the county portal. (W&I § 5892(b)(5).)
- C. Not exceed the maximum PR levels calculated by DHCS.

- D. Spend excess funds on BHSA components as outlined in subsection 1.4.1.A if County exceeds the PR allowable maximum. (W&I § 5892(b)(1), (b)(3)-(5).)
- E. Not count funds placed in the PR toward its required BHSA component allocations. Counties may transfer funds from their monthly disbursement to their local PR after allocating the required amount of funds to each component. (W&I § 5892.)
- F. Report all PR transfers and expenditures in the BHOATR.

1.4.3 Funding Component Allowances

County must comply with the following funding allocation and suballocation requirements, unless County receives approval for a funding transfer (in accordance with subsection 1.4.4, below) or exemption (in accordance with subsections 1.7.4 (FSP) and 1.8.2 (Housing), below). (W&I § 5892(a); BHSA Policy Manual § 6.B.5.)

- A. County must allocate funding for BHSA components and suballocations according to the following requirements:
 - 1) Thirty percent for Housing Intervention Programs. Within this thirty percent (W&I § 5892(a)(1)(A)):
 - a. A minimum of fifty percent must be spent on housing interventions for persons who are chronically homeless with a focus on those in encampments; and
 - b. A maximum of twenty-five percent may be spent on Capital Development Projects.
 - 2) Thirty-five percent for the FSP Program (W&I § 5892(a)(2)(A)); and
 - 3) Thirty-five percent for BHSS, including (W&I § 5892(a)(3)(A), (a)(3)(B)(i)-(ii)):
 - a. A minimum of fifty-one percent exclusively for early intervention programs, of which at least fifty-one percent must be used to serve individuals 25 years of age and younger. Services provided as part of an early intervention evidence-based practices (EBPs) or community-defined evidence-based practices (CDEPs) that supports parents and caregivers may count towards the percentage to be used to service individuals 25 years of age and younger when they are provided for the benefit of that child/youth. (BHSA Policy Manual § 7.A.7.)

1.4.4 Funding Transfer Requests

County may request permission from DHCS to change required funding allocation percentages by transferring BHSA funds between BHSA components, in accordance with BHSA Policy Manual section 6.B.4. (W&I § 5892(c).)

- A. County's approved funds transfers between BHSA components are final and cannot be adjusted for the three-year duration of the IP, unless an annual change is approved by DHCS due to a state or local emergency pursuant to W&I section 5892(c)(4)(C).
 - 1) County may modify its budgeted projected expenditures for the suballocations within a component without advance DHCS approval as part of an annual or intermittent update, in accordance with subsection 1.2.5.E, above. However, County must continue to abide by the suballocation requirements described in subsection 1.4.3, above.
- B. County must report approved transfers and updated BHSA allocations on the BHOATR, consistent with the transfers and exemptions approved as part of the IP. (W&I § 5963.04(a).)
- C. Transferring funds between BHSA components, pursuant to an approved funding transfer request under this subsection 1.4.4, does not reset or extend the original reversion period. All transferred funds remain subject to the same reversion period that applied based on the fiscal year in which the funds were originally allocated.
- D. County's funding transfer requests are not exempt from:
 - 1) Suballocation requirements or any other additional applicable laws, including as described in subsection 1.4.3 of this Attachment I (W&I § 5892(c)(2));
 - 2) Local stakeholder consultation requirements (W&I § 5892(c)(3)); and
 - 3) Reversion requirements, including the reversion period associated with the funds prior to the transfer. (W&I § 5892(i).)
- E. County must submit transfer requests to DHCS prior to or at the same time as County's IP submission using DHCS' web-based county portal and must report all approved transfer requests on the IP. (W&I § 5892(c)(4).) Transfer requests must be approved by DHCS prior to the beginning of the fiscal year in which the requested changes would take effect.

1.4.5 Reversion Policy

County must spend BHSA funds allocated to BHSA components within three years for large counties, or within five years for small counties, as described in

BHSA Policy Manual section 6.B.6.2. Workforce Education and Training (WET) and Capital Facilities and Technological Needs (CFTN) funds must be spent within ten years, regardless of county size. (BHSA Policy Manual § 6.B.6.)

- A. For purposes of this Attachment I, a small county is defined as a county with a population of less than 200,000, and a large county is defined as a county with a population of 200,000 or more.
- B. Any BHSA funds remaining after the reversion period must revert to the State. DHCS will offset the amount of reverted funds from the County's future monthly BHSA distribution. (W&I § 5892(i); BHSA Policy Manual § 6.B.6.)
- C. DHCS will provide notice of funds subject to reversion. County may submit an appeal to DHCS if County disagrees with DHCS' determination of the reversion amount. For details, see BHSA Policy Manual sections B.6.5-9. (W&I § 5892.1(b)(2).)

1.4.6 Mental Health Services Act to Behavioral Health Services Act Transition

- A. County must only use BHSF dollars for permissible BHSA purposes. County must not allocate BHSF funds to any of the following activities, notwithstanding that these activities represented permissible uses of funds under the MHSA (W&I § 5892(a)(1)-(3); BHSA Policy Manual § 6.B.7):
 - 1) Community Services and Supports
 - 2) Prevention and Early Intervention
 - 3) Innovation (INN) funds (BHSA Policy Manual § 6.B.7.2)
 - a. If County has INN funds that were encumbered prior to July 1, 2026, and the INN project is operational, meaning that County has spent any funds on the INN project prior to July 1, 2026, those INN funds will remain encumbered for the duration of the FY 2026-29 IP.
 - b. If County's INN funds are encumbered in a previously approved INN project, but that project is not operational as of July 1, 2026, those funds will be disencumbered and may be subject to reversion.
 - c. County must report all INN projects, including which INN projects are operational, in the IP and expenditures in the BHOATR.
- B. If County has unspent MHSA funds as of July 1, 2026, County may allocate those funds to BHSA components, subject to compliance with applicable BHSA requirements, including:

- 1) Allocation and suballocation requirements for each BHSA component as outlined in subsection 1.4.3 of this Attachment I;
 - 2) BHSA component requirements as outlined in subsections 1.6, 1.7, and 1.8 of this Attachment I; and
 - 3) Reversion requirements as outlined in subsection 1.4.5 of this Attachment I except for INN Funds.
- C. County's MHSAs funds for WET and CFTN must remain available for WET and CFTN expenditures within the BHSS component. (BHSA Policy Manual §§ 6.B.7.3, 6.B.7.6.)
- 1) MHSAs WET or CFTN funds transferred into BHSA BHSS will remain WET or CFTN funds and will not be subject to BHSA suballocation requirements.
 - 2) All transfers into WET and CFTN are irrevocable and cannot be transferred out of WET and CFTN.
- D. Any unspent MHSAs funds transferred to the BHSS remain subject to their original revision periods. (BHSA Policy Manual §§ 6.B.7.3, 6.B.7.6.)

1.4.7 Administrative Cost Principles

County may claim reimbursement for administrative costs in accordance with BHSA Policy Manual section 6.B.8 and BHIN 25-016.

- A. Administrative costs are costs that support the operations and overhead of County's behavioral health programs. Administrative costs for BHSA do not include costs incurred as planning costs (outlined in subsection 1.2.8 of this Attachment I and BHSA Policy Manual section 3.B.4) or service expenditures.
- B. County may use a portion of local BHSA revenue towards direct and indirect administrative costs.
- 1) Administrative costs include expenses related to improving planning, quality outcomes, data reporting, and subcontract oversight for County's behavioral health programs, including programs other than BHSA. Administrative costs are capped at two percent for large counties and four percent for small counties. (W&I § 5892(e)(2)(B).)
 - 2) Administrative costs do not include expenditures incurred as direct service costs or as planning costs related to development of the IP. Planning costs for the IP are subject to a separate five percent cap, as outlined in subsection 1.2.8 of this Attachment I. (W&I § 5892(e)(1)(B)-(C); BHSA Policy Manual § 3.B.4.)

- 3) Counties may submit claims for reimbursement of certain direct administrative costs in excess of these caps pertaining to preparing and submitting the IP or BHOATR, or to information technology system enhancements, as described in BHIN 25-016.
- C. County must report all administrative costs in the IP and BHOATR, and must report such costs consistent with 2 Code of Federal Regulations (CFR) section 200. (W&I § 5963.04(a)(2)(F); BHSA Policy Manual § 6.B.8.1.)
- D. For indirect administrative costs, County must charge indirect costs to a BHSA program through an acceptable allocation method that allocates the costs of support and administrative services to the benefiting programs, in accordance with 2 CFR part 200 and BHSA Policy Manual section 6.B.8.2.2.

1.5 Promoting Access to Care through Efficient Use of State and County Resources

1.5.1 Overview

Effective July 1, 2027, County must comply with the requirements set forth in this subsection 1.5, BHSA Policy Manual section 6.C, and any other applicable DHCS guidance. These requirements apply with respect to all BHSA-funded providers (including contracted providers as well as providers employed, owned, or operated by County) delivering a BHSA-funded service that is also covered by, as applicable (W&I § 5891(a)(2)-(3)):

- A. County's Medi-Cal Behavioral Health Delivery System (BHDS) (i.e., the county's administration of Specialty Mental Health Services (SMHS), Drug Medi-Cal (DMC) and/or DMC Organized Delivery System (DMC- ODS) services);
- B. An MCP; or
- C. Commercial health insurance.

1.5.2 Medi-Cal BHDSs

For any provider receiving BHSA funding for services that are covered by County's BHDS, County must require the provider to (W&I § 5891(a)(3); BHSA Policy Manual § 6.C.2):

- A. Enroll in Medi-Cal, seek SMHS and/or DMC certification, and participate in County's BHDS, as applicable;
- B. For an individual receiving BHSA-funded services that are also covered by County's BHDS, check whether the individual is enrolled in Medi-Cal, and

if not, refer the individual for eligibility screening and enrollment support;
and

- C. Submit claims to the BHDS for all covered services for all Medi-Cal members.

1.5.3 Medi-Cal MCPs

For any provider receiving BHSA funding for services that are non-specialty mental health services (NSMHS) or SUD services covered by Medi-Cal MCPs, County must require the provider to (W&I § 5891(a)(3)-(4); BHSA Policy Manual § 6.C.2):

- A. Enroll in Medi-Cal;
- B. For an individual receiving BHSA-funded services that are also covered by MCPs, check whether the individual is enrolled in Medi-Cal, and if not, refer the individual for eligibility screening and enrollment support; and
- C. Make a good faith effort to submit claims to MCPs for all covered services for all Medi-Cal members in accordance with each MCP's billing requirements, including obtaining prior authorization, when applicable.

1.5.4 Commercial Health Insurance

For any provider receiving BHSA funding for services that are covered by commercial health insurance, County must require provider to make a good faith effort to meet the following requirements in this subsection 1.5.4. For County-contracted providers, County will meet these requirements if it contractually requires BHSA-funded providers to take the following steps (W&I § 5891(a)(3)-(4); BHSA Policy Manual § 6.C.3):

- A. Check whether individuals receiving BHSA-funded services are enrolled in a commercial health plan at the time the individuals request and receive BHSA-funded service; and if so,
- B. Make a good faith effort to submit claims to commercial health plans for all covered services in accordance with each health plan's billing requirements, including obtaining prior authorization, when applicable.
- C. Report complaints about commercial health plan conduct for failure to contract, enter into agreements, or timely reimburse the county for services.

1.5.5 Appropriate Use of Other Non-Behavioral Health Services Act Funds

County must not use BHSA funds to supplant existing State or County funds that have been used to provide mental health services or SUD treatment services, in accordance with W&I section 5891(a)(1)(B). (BHSA Policy Manual § 6.C.4.)

1.6 Behavioral Health Services and Supports

County must implement BHSA BHSS consistent with BHSA Policy Manual section 7.A and any other applicable DHCS guidance. (W&I § 5892, (a)(3)(A).) BHSS categories include:

1.6.1 Children’s Adult, and Older Adult Systems of Care

County may use a portion of BHSS funds to provide services pursuant to W&I Division 5, Part 4 (commencing with section 5850) for the Children’s System of Care and Part 3 (commencing with section 5800) for the Adult Systems of Care. Children’s, Adult, and Older Adult Systems of Care services funded under BHSS may not include Housing Interventions or services for individuals enrolled in an FSP. (BHSA Policy Manual § 7.A.2.)

1.6.2 Outreach and Engagement

County may use a portion of BHSS funds for Outreach and Engagement. BHSS funds may be used for activities intended to reach, identify, and engage individuals, families, and communities in the behavioral health system and reduce disparities. (BHSA Policy Manual § 7.A.3.)

1.6.3 WET

- A. County may use a portion of BHSS funds for County-operated and County-contracted behavioral health workforce recruitment, development, training, and retention activities. BHSS funds for WET activities must be spent within ten years, after which unspent funds will be subject to reversion. (BHSA Policy Manual § 7.A.4.)
- B. WET activities must supplement, but must not duplicate, funding available through other State-administered workforce initiatives, including the Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT) workforce initiative administered by the Department of Health Care Access and Information (HCAI). (BHSA Policy Manual § 7.A.4.1.)

1.6.4 CFTN

County may use a portion of BHSS funds for CFTN. BHSS CFTN projects include the acquisition and development of land, the construction or renovation of buildings, or the development, maintenance, or improvement of information technology to support behavioral health administration and services. Counties can also use BHSS funds as the required match for Behavioral Health Infrastructure Bond Act of 2023 Program Behavioral Health Continuum Infrastructure Program (BHCIP) awards. BHSS funds for CFTN projects must be spent within ten years, after which unspent funds will be subject to reversion. (BHSA Policy Manual § 7.A.5.)

1.6.5 Innovative Behavioral Health Pilots and Projects

The goal of innovative behavioral health pilots and projects is to build the evidence base for the effectiveness of new statewide strategies. County is encouraged to pilot and test innovative behavioral health pilots and projects in all BHSA funding components (Housing Interventions, FSP, and BHSS). County should fund innovative behavioral health pilots and projects under each of those separate funding components. (BHSA Policy Manual § 7.A.6.)

1.6.6 Early Intervention Programs

County must implement Early Intervention Programs designed to prevent mental illness and substance use disorders from becoming severe and disabling and to reduce disparities in behavioral health. (W&I §§ 5840(a)(1), 5892(a)(3)(A)(ii); BHSA Policy Manual § 7.A.7)

- A. County's Early Intervention Program must, as described in BHSA Policy Manual section 7.A.7:
- 1) Emphasize the reduction of the likelihood of suicide and self-harm, incarcerations, homelessness, and the other adverse outcomes enumerated in BHSA Policy Manual section 7.A.7 (W&I § 5840(d));
 - 2) Include culturally responsive and linguistically appropriate interventions;
 - 3) Create critical linkages with community-based organizations;
 - 4) Prioritize funds according to BHSA Policy Manual section 7.A.7.2, including specific interventions focused on childhood trauma (W&I §§ 5840.7; 5840.6(c));
 - 5) Include the following components, as described in BHSA Policy Manual section 7.A.3: outreach, access and linkage to care, and mental health and SUD services and supports (W&I § 5840(b)); and
 - 6) Provide an Early Psychosis Intervention (EPI) Plus Program, which must include a Coordinated Specialty Care for First Episode Psychosis (CSC for FEP) program with fidelity and consistent with the requirements established for BH-CONNECT, as described in BHSA Policy Manual section 7.A.7.5.2. This BHSA requirement applies regardless of whether the County has elected to offer CSC for FEP as a bundled Medi-Cal service.
- B. In addition to CSC for FEP, DHCS may, in the future, identify other EBPs or CDEPs that County is required to implement. (W&I § 5840(c)(5).) County may, in addition, describe in their IP County-specific CDEPs that are not included on DHCS' list of EBPs and CDEPs. (BHSA Policy Manual § 7.A.6.)

1.7 Full Service Partnership

County must implement a BHSA FSP program consistent with BHSA Policy Manual section 7.B and any other applicable DHCS guidance. (W&I § 5887.)

1.7.1 Eligible and Priority Populations

- A. FSP eligible populations include (W&I § 5892(k); BHSA Policy Manual § 7.B.3.1):
 - 1) BHSA eligible adults and older adults who meet the priority population criteria specified in W&I section 5892(d); and
 - 2) BHSA eligible children and youth, including transitional age youth (TAY) ages 16-25.
- B. County must comply with presumptive eligibility requirements set forth in W&I section 5887(d)(2) and any other applicable DHCS guidance.

1.7.2 FSP Levels of Care

County must, as described in BHSA Policy Manual section 7.B.4, ensure that FSP programs have a standard of care, with levels of care using the appropriate EBP to treat individuals based on acuity, based on clinical judgment and discretion reflecting individualized needs. (W&I § 5887(e).)

1.7.3 Program Requirements

- A. County must provide the following BHSA services to FSP participants in accordance with demonstrated clinical need and in alignment with the required FSP levels of care, regardless of whether County's BHDS has opted to provide these services under a Medi-Cal bundled rate (W&I § 5887; BHSA Policy Manual § 7.B):
 - 1) Mental health services, supportive services, and SUD services as described in BHSA Policy Manual section 7.B.3.2;
 - 2) Assertive Community Treatment (ACT) as described in BHSA Policy Manual section 7.B.4.1;
 - 3) Forensic ACT (FACT) as described in BHSA Policy Manual section 7.B.4.1;
 - 4) FSP Intensive Case Management (ICM) under a team-based approach with an identified team lead, as described in BHSA Policy Manual section 7.B.4.2;
 - 5) High Fidelity Wraparound (HFW) as described in BHSA Policy Manual section 7.B.4.3;

- 6) Individual Placement and Support (IPS) model of Supported Employment as described in BHSA Policy Manual section 7.B.5;
 - 7) Assertive field-based initiation for SUD as described in BHSA Policy Manual section 7.B.6;
 - 8) Outpatient behavioral health services for evaluation and stabilization as described in BHSA Policy Manual section 7.B.3.2;
 - 9) Ongoing engagement services as described in BHSA Policy Manual section 7.B.3.2;
 - 10) Service Planning in accordance with the processes in W&I sections 5806 and 5868; County's FSP Program is not required to maintain documentation in a "standalone" treatment plan or service plan; and
 - 11) Housing Interventions, funded under the Housing Interventions category as outlined in subsection 1.8 of this Attachment I.
- B. County FSP teams must be capable of supporting FSP participants living with co-occurring mental health and SUD conditions, as described in BHSA Policy Manual sections 7.B.3.2 and 7.B.3.5.
- C. County may include additional behavioral health services County determines are beneficial to an eligible individual's treatment, if not already covered by ACT, FACT, FSP ICM, or HFW, in collaboration with the individual and, when appropriate, the individual's family. (BHSA Policy Manual § 7.B.3.3.)
- D. County may use FSP funding for outreach activities if the activities relate to enrolling individuals living with significant behavioral health needs in an FSP (W&I § 5887(d).) General outreach to individuals living with significant behavioral health needs who are not FSP eligible should be funded under other appropriate funding sources including BHSS and Housing Interventions. (BHSA Policy Manual § 7.B.3.3.)

1.7.4 FSP Exemptions

- A. For the first IP (covering July 1, 2026, to June 30, 2029), all counties are exempt from the EBP fidelity requirements for ACT, FACT, IPS Model of Supported Employment, and HFW. Counties are still required to begin offering the required FSP EBPs by July 1, 2026, unless a small county receives an exemption under subsection **Error! Reference source not found.**, below. (BHSA Policy Manual § 7.B.3.4.)
- B. To meet FSP EBP requirements (between fiscal years 2026-2029), County must (BHSA Policy Manual § 7.B.3.4):
- 1) Participate in ongoing training and technical assistance for all FSP EBPs;

- 2) Understand gaps to fidelity for each FSP EBP by December 31, 2027; and
 - 3) Meet other requirements and implementation milestones as described in BHSA Policy Manual section 7.B.6.
- C. Small counties as defined under subsection 1.4.5.A.1 of this Attachment I and cities submitting an IP independently may request an exemption from the EBP requirements for ACT, FACT, and/or IPS. (W&I § 5887(a)(2); BHSA Policy Manual § 7.B.3.4.) County must request exemptions from each EBP (ACT, FACT, and/or IPS) individually and provide corresponding documentation. Criteria for FSP exemption requests include (BHSA Policy Manual § 7.B.3.4):
- 1) Limited workforce (e.g., qualified providers)
 - 2) Limited need (e.g., the estimated population with a clinical need for an EBP)
 - 3) Other hardships, subject to DHCS' review

1.7.5 FSP EBP Service Capacity and Fidelity Standards

- A. Absent a DHCS-approved exemption, County is required to adhere to EBP requirements and to establish teams of behavioral health practitioners to deliver each FSP EBP, regardless of whether County's Medi-Cal BHDS has opted to cover these services as bundled Medi-Cal services. (BHSA Policy Manual § 7.B.)
- B. County must use the IP and annual update to project the number of full-time equivalent (FTE) practitioners and multidisciplinary teams to provide ACT, FACT, IPS, and HFW between 2026 and 2029. (BHSA Policy § 7.B.6.1.) County must ensure that the projected teams identified comply with the FSP EBP fidelity standards as described in BHSA Policy Manual section 7.B.6.2.

1.8 Housing Interventions

County must implement BHSA Housing Interventions consistent with BHSA Policy Manual section 7.C and any other applicable DHCS guidance. (W&I § 5830.)

1.8.1 Eligible and Priority Populations

- A. County must limit BHSA Housing Interventions component to individuals who (W&I § 5830(a)):
 - 1) Meet BHSA eligibility criteria as defined in subsection 1.1.2 of this Attachment I; and

- 2) Are either at risk of homelessness, experiencing homelessness, or chronically homeless as defined in W&I section 5892(k)(2)-(3) and BHSA Policy Manual section 7.C.4.
- B. Housing Interventions must not (W&I § 5830(a)(2)-(4); BHSA Policy Manual § 7.C.5):
- 1) Be limited to individuals enrolled in FSP;
 - 2) Be limited to individuals enrolled in Medi-Cal; and
 - 3) Discriminate against or deny access to housing for individuals that are utilizing medications for addiction treatment or other authorized medications, or individuals who are justice-involved.
- C. County must prioritize BHSA Housing Interventions to the populations enumerated in BHSA Policy Manual section 7.C.4.2.
- D. For individuals housed under the MHSA as of June 30, 2026, County must comply with the BHSA transition policies outlined in BHSA Policy Manual section 7.C.4.3.
- E. County must ensure that all BHSA Housing Intervention settings are combined with access to clinical and supportive behavioral health care and housing services that will promote the individual's health and functioning and long-term stability. (BHSA Policy Manual § 7.C.5.)

1.8.2 Housing Interventions Exemptions

In accordance with the procedures in BHSA Policy Manual section 7.C.6.2 (W&I § 5892(a)(1)(B)-(C)):

- A. Beginning with the IP covering fiscal years 2026-2029, counties with a population of less than 200,000 and cities submitting an IP independently may request an exemption from the Housing Interventions component allocation and suballocation funding allowances described in subsection 1.4.3 of this Attachment I; and
- B. Beginning with the IP covering fiscal years 2032-2035, all counties regardless of size may request such exemptions.

1.8.3 Relationship to Medi-Cal Funded Housing Services

BHSA Housing Interventions may not be used for housing services covered by Medi-Cal MCPs. (W&I § 5830(c)(2); BHSA Policy Manual § 7.C.7.) County must coordinate with MCPs as described in BHSA Policy Manual section 7.C.7 to:

- A. Ensure Housing Interventions are not used for services covered by MCPs;

- B. Support seamless connections from the county to MCPs for coverage of housing services and vice versa; and
- C. Provide whole-person care and integrated housing services for MCP-enrolled members with significant behavioral health needs who meet eligibility criteria for BHSA.

1.8.4 Allowable Expenditures and Related Requirements

BHSA Housing Interventions may include the following types of expenditures, subject to the program requirements and limitations outlined in this section and BHSA Policy Manual sections 7.C.9 and 7.C.10:

- A. Rental subsidies (BHSA Policy Manual § 7.C.9.1.)
- B. Operating subsidies (BHSA Policy Manual § 7.C.9.2.)
- C. Allowable settings (BHSA Policy Manual § 7.C.9.3.)
 - 1) Non-time-limited permanent settings, including Permanent Supportive Housing (PSH)
 - 2) Time limited interim settings
- D. Other housing supports (BHSA Policy Manual § 7.C.9.4.)
 - 1) Landlord Outreach and Mitigation Funds
 - 2) Participant Assistance Funds
 - 3) Housing Transition Navigation Services and Tenancy and Sustaining Services
 - 4) Outreach and Engagement, up to a limit of seven percent of Housing Interventions
- E. Other Housing Interventions requirements and policies (BHSA Policy Manual § 7.C.9.5)
 - 1) County must ensure Housing Interventions are:
 - a. Operated in compliance with the core components of Housing First (W&I §§ 8255(b), 5830(a)(5));
 - b. Available to support Family Housing, as appropriate; and
 - c. Only used in connection with housing settings that meet minimum standards for habitability and quality.
 - 2) County must operate the Housing Interventions component in accordance with Homeless Management Information System (HMIS) reporting requirements. (W&I § 8256(d)(3)(A).)

- F. Capital development projects, up to a limit of 25 percent of Housing Interventions funding (W&I § 5892(a)(1)(A)(iii); BHSA Policy Manual § 7.C.10.)

1.9 Documentation Requirements for BHSA Services

- A. County must ensure all mental health and SUD services funded under BHSA (with the exception of hospital inpatient and Narcotic Treatment Program services) comply with documentation requirements established in BHIN 23-068. (BHSA Policy Manual § 8.)
- B. Documentation requirements do not apply to services and supports where this approach to clinical documentation requirements may be unsuitable, such as (BHSA Policy Manual § 8):
 - 1) BHSA housing services;
 - 2) Outreach programs, including BHSS Outreach and Engagement and outreach funded under FSP, where gathering identifying information is not feasible (e.g., outreach to homeless individuals and others who are not yet comfortable providing their information);
 - 3) Warm lines and hotlines; and
 - 4) Food support provided under FSP.

1.10 BHSA Oversight and Enforcement

1.10.1 DHCS Oversight and Enforcement

- A. DHCS will conduct compliance reviews to assess County's compliance with BHSA program requirements as required under W&I section 5897(d). The reviews will be conducted as described in BHSA Policy Manual section 9.C.
 - 1) County must comply with DHCS requests for documents and information needed to conduct compliance reviews, including (BHSA Policy Manual §§ 9.C.1-2.):
 - a. Submitting requested documents to DHCS prior to and during the review; and
 - b. Making personnel, including personnel employed by or under contract with County and BHSA-funded providers (including contracted providers and providers employed, owned, or operated by County) available for DHCS to interview.

- B. If DHCS determines that County is out of compliance with BHSA requirements as set forth in State law, applicable DHCS guidance, and this Contract, DHCS may conduct enforcement actions, such as (W&I §§ 5897(e), 5963.04(e), 14197.7; BHSA Policy Manual § 9.D):
- 1) Administrative sanctions, including (W&I § 5963.04(e); BHSA Policy Manual § 9.D.1):
 - a. Imposing a corrective action plan (CAP) as described in BHSA Policy Manual section 9.D.1.1 or requiring County to revise its IP or annual update as described in BHSA Policy Manual section 9.D.1.2.
 - i. Administrative sanctions may be imposed for, among other reasons, failure to make adequate progress in meeting performance measures established by DHCS pursuant to W&I section 5963.04(b). DHCS can exercise this authority outside the standard IP and annual update submission timeline, including after County's BHOATR submission. (BHSA Policy Manual § 9.D.1.2.)
 - 2) Temporary monetary withholds and monetary sanctions. (W&I §§ 5963.04(e)(3), 14197.7(n)(5); BHSA Policy Manual § 9.D.2.)
 - a. DHCS may impose temporary monetary withholds and monetary sanctions, as outlined in BHSA Policy Manual section 9.D.2, if County (W&I § 5963.04(e)(3)):
 - i. Fails to follow stakeholder engagement requirements for the IP or the 30-day comment period for the annual update and intermittent update, as described in W&I section 5963.03 and BHSA Policy Manual section 3.B;
 - i. Fails to allocate BHSA funds in accordance with statutory requirements, as set forth at W&I section 5892 and BHSA Policy Manual section 6.B;
 - ii. Fails to submit a complete, accurate, and timely BHOATR in accordance with W&I section 5963.04 and BHSA Policy Manual chapter 4; or
 - iii. Spends BHSA funds in a manner that significantly varies from its budget in the IP, annual update, or intermittent update.

- C. County may appeal a temporary withhold or monetary sanction imposed pursuant to this subsection 1.10.1.A.2, above. County's appeal will be conducted in accordance with the requirements specified in BHSA Policy Manual section 9.D.2.5 and pursuant to procedures outlined in DHCS guidance. (W&I 14197.7(h), (k)-(m); BHIN 25-023.)

1.10.2 County Oversight

County must comply with BHSA Policy Manual Section 9.E and any other applicable DHCS guidance regarding oversight of BHSA-funded providers (including contracted providers as well as providers employed, owned, or operated by County).

- A. County must ensure its behavioral health workforce, including all BHSA-funded providers (contracted providers and providers employed, owned, or operated by County) are well-supported and culturally and linguistically concordant with the population to be served, and robust enough to achieve the statewide and local behavioral health goals and measures as described in W&I section 5963.02(c)(8). (BHSA Policy Manual § 9.E.)
- B. County must describe in the IP how County will conduct oversight of BHSA providers to ensure compliance with federal and state laws and regulations and requirements specified in the Policy Manual, as described in BHSA Policy Manual section 9.E.3. (W&I § 5963.02(c)(8)(I).)
- C. County must execute a contract with each non-County provider (i.e., providers that are not owned or operated by County) receiving BHSA funds that meets the requirements in BHSA Policy Manual section 9.E.1.1. County must make a good-faith effort to execute the contract before the provider begins delivering BHSA-funded services.
 - 1) If County is unable to execute a contract before the delivery of BHSA-funded services, County must execute the contract within 120 calendar days from the commencement of BHSA-funded services, consistent with the time limit for provisional SMHS provider contracts. (BHSA Policy Manual § 9.E.1.1.)
 - 2) County must codify the applicable standards outlined in this subsection 1.10.2.D of this Attachment I in each County-contracted provider contract. (BHSA Policy Manual § 9.E.2.)
- D. County must monitor each provider's compliance (including contracted providers, and providers employed, owned, or operated by County) with the following requirements as described in BHSA Policy Manual section 9.E.1.1:
 - 1) All program requirements applicable to the provider's BHSA-funded services;

- 2) Any requests for records, information, or onsite access by the county, DHCS or their designees for purposes of BHSA oversight;
 - 3) BHSA fiscal policies, as set forth in subsection 1.5 of this Attachment I and BHSA Policy Manual section 6.C;
 - 4) General standards for BHSA providers, which include ensuring providers are qualified to deliver services, comply with nondiscrimination requirements, and deliver services in a culturally competent manner, as specified in W&I section 5963.02(c)(8)(C)-(F) and BHSA Policy Manual section 9.E.2; and
 - 5) County monitoring activities resulting from County's oversight of BHSA providers, as described in this subsection 1.10.2.F, below (BHSA Policy Manual § 9.E.3.)
- E. For all providers (contracted providers, and providers employed, owned, or operated by County), County must: (BHSA Policy Manual § 9.E.1.2):
- 1) Maintain records of expenditures sufficient to comply with BHOATR requirements; and
 - 2) Maintain policies and procedures to ensure compliance with the requirements described in this subsection 1.10.2.D, above.
- F. Effective July 1, 2027, County must describe how they will conduct oversight of BHSA providers in the IP, and must conduct the following monitoring activities (W&I § 5963.02(c)(8)(I); BHSA Policy Manual § 9.E.3):
- 1) Adopt a monitoring schedule for BHSA-funded providers that includes periodic site visits;
 - 2) Preserve provider monitoring records, including monitoring reports, county-approved provider CAPs, and confirmations of CAP resolutions; and
 - 3) Provide monitoring records to DHCS at any time, upon DHCS' request.

2.1 Bronzan-McCorquodale Act

2.1.1 Overview

- A. The Bronzan-McCorquodale Act realigned responsibility for administration of community mental health services, for the indigent population, to counties and provided a dedicated funding source. (Welfare and Institutions Code (W&I), § 5600.)

- B. County's primary goal in using the funds is to provide an array of treatment options to seriously emotionally disturbed children and adults who have a serious mental disorder, in every geographic area, to the extent resources are available to County. (W&I §§ 5600.3, 5600.35, 5600.4.)
- C. The mission of California's mental health system is to enable persons experiencing severe and disabling mental illnesses and children with serious emotional disturbances to access services and programs that assist them, in a manner tailored to each individual, to better control their illness, to achieve their personal goals, and to develop skills and supports leading to their living the most constructive and satisfying lives possible in the least restrictive available settings. (W&I § 5600.1.)

2.1.2 County Obligations

County must comply with all requirements in the Bronzan-McCorquodale Act (W&I § 5600 *et. seq.*), including the following:

- A. County must comply with Chapter 3 of Part 2 of Division 5 of W&I (commencing with section 5700), including that County must fund children's services pursuant to the requirements of W&I sections 5704.5 and 5704.6.
- B. County must comply with all reporting requirements pursuant to W&I sections 5610, 5664, and 5614(b)(4).
- C. To the extent resources are available, County must maintain the program principles and array of treatment options required under W&I sections 5600.2 to 5600.9, inclusive. (W&I § 5614(b)(5).)
- D. County must report data to the State required by the performance outcome systems for adults and children in accordance with W&I sections 5612 and 5613. (W&I §§ 5610, 5664, 5614(b)(6).)

2.2 Lanterman-Petris-Short Act

2.2.1 Overview

- A. The Lanterman-Petris-Short (LPS) Act was enacted to end indefinite involuntary commitment of persons with mental health disorders, developmental disabilities, and chronic alcoholism; to provide prompt evaluation and treatment, to establish consistent personal rights standards, and to provide services in the least restrictive setting for individuals served under the Act. (W&I § 5001.)
- B. Pursuant to W&I section 5400, DHCS administers the LPS Act and may adopt standards as necessary.

2.2.2 Designating Facilities for Involuntary Treatment

- A. County must comply with applicable statutes, regulations, and DHCS standards and guidance pertaining to designating and monitoring facilities to provide involuntary evaluation and treatment services under the LPS Act and the Children's Civil Commitment and Mental Health Treatment Act. (W&I §§ 5008, 5120, 5121, 5150–5349.5, 5350–5372, 5585–5599, 5651(b)(2).)

2.2.3 Reporting and Data Submission Requirements

- A. County must maintain data on the following (W&I § 5402):
- 1) The number of persons admitted for 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day post-certification intensive treatment and the conditions for which they are held, including danger to self, danger to others, grave disability due to mental health disorder, grave disability due to severe substance use disorder, grave disability due to both a mental health disorder and a severe substance use disorder;
 - 2) The number of persons transferred to mental health facilities pursuant to section 4011.6 of the Penal Code;
 - 3) The number of persons for whom temporary conservatorships are established, and the number of persons for whom conservatorships are established in the County;
 - 4) Services provided, including payer information, and clinical outcomes for the individuals identified in paragraphs (1) through (3) of this subsection 2.2.3.A, above;
 - 5) Demographic data for the individuals identified in paragraphs (1) through (3) of this subsection 2.2.3.A, above. Demographic data must include age, sex, gender identity, race, ethnicity, primary language, sexual orientation, veteran status, and housing status, to the extent those data are available;
 - 6) The number of persons admitted or detained once, between two and five times, between six and eight times, and greater than eight times for each type of admission or detention including 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day postcertification intensive treatment;
 - 7) The waiting periods for individuals prior to receiving an evaluation in a designated and approved facility pursuant to W&I sections 5150 or 5151 and waiting periods for individuals prior to receiving treatment services in a designated facility, including the reasons for waiting periods;

- 8) Number of all County-contracted beds; and
- 9) Number and outcomes for the following:
 - a. The certification review hearings (W&I § 5256);
 - b. The petitions for writs of habeas corpus filed (W&I § 5275);
 - c. The judicial review hearings held (W&I § 5276);
 - d. The petitions for capacity hearings filed (W&I § 5332); and
 - e. The capacity hearings held (W&I § 5334).
- B. County must provide data as required in this subsection 2.2.3.A, above, or other information, records, and reports, which DHCS deems necessary for the purposes of W&I section 5402 on a quarterly basis, or more frequently as required by DHCS.
- C. County must maintain data on the number of persons whose rights under W&I section 5325 were denied and the right or rights which were denied. Quarterly, County must provide DHCS with a report of this information (W&I § 5326.1.)
- D. County must collect information regarding the number of patients receiving treatment for each patient type, total treatments given, complications attributed to treatment, excessive treatment, and payment source of patients, and report this information quarterly to DHCS (W&I § 5326.15(a).)

2.3 Laura's Law

2.3.1 County Obligations

- A. County must comply with Article 9 of Part 1 of Division 5 of W&I (Laura's Law), unless its governing body has passed a resolution in compliance with W&I section 5349.
- B. County either individually or pursuant to its memorandum of understanding with a group of Counties to which County has joined for participation in Laura's Law, must:
 - 1) Maintain and provide data to DHCS regarding the services County provides under Laura's Law. (W&I § 5348.) The report must include an evaluation of the effectiveness of the strategies employed by each program in reducing homelessness and hospitalization of persons in the program and in reducing involvement with local law enforcement by persons in the program. County must maintain and include in the report to DHCS all of the information enumerated in W&I section 5348(d).

- 2) Pay for the provision of services under W&I sections 5347 and 5348 using funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount within the Support Services Account of the Local Revenue Fund 2011, funds from the Behavioral Health Services Fund when included in County plans pursuant to W&I sections 5847 or 5963.02 and any other funds from which the Controller makes distributions to the counties for those purposes. (W&I § 5349.)

2.4 Projects For Assistance In Transition From Homelessness Program

2.4.1 Overview

- A. Pursuant to Title 42 of the United States Code (USC), sections 290cc-21 through 290cc-35, inclusive, the State of California has been awarded federal homeless funds through the federal McKinney Projects for Assistance in Transition from Homelessness (PATH) formula grant.
- B. The PATH grant funds community-based outreach, mental health and substance abuse referral/treatment, case management and other support services, as well as a limited set of housing services for the homeless mentally ill.

2.4.2 Application for Funds and Compliance with Requirements

- A. County must submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive PATH funds. County must complete its RFA responses in accordance with the instructions, enclosures and attachments distributed annually from DHCS by email.
- B. If County applied for and DHCS approved its request to receive PATH grant funds, the following documents are incorporated by reference in this Contract and County must comply with all applicable provisions:
 - 1) The Notice of Funding Opportunity (NOFO) issued by Substance Abuse and Mental Health Services Administration (SAMHSA) for the PATH program;
 - 2) The State's approved application to SAMHSA for PATH funding;
 - 3) The federal Notice of Award issued to DHCS;
 - 4) DHCS's RFA;
 - 5) County's RFA responses, including the proposed scope of work and budget details.

2.4.3 Federal Authorities

The PATH grant is a federal award within the meaning of Title 2 Code of Federal Regulations (CFR) parts 200 and 300. County's receipt of PATH funds is a subaward to County. County is a subrecipient and subject to all applicable requirements in 2 CFR parts 200 and 300, including, but not limited to, the County requirement to have a single audit performed for PATH funds in accordance with the audit requirements therein.

2.5 Community Mental Health Services Block Grant

2.5.1 Overview

- A. Pursuant to Title 42 USC section 300x *et seq.*, the State of California has been awarded the federal Community Mental Health Services Block Grant funds, known as Mental Health Block Grant (MHBG).
- B. County mental health agencies utilize MHBG funding to provide a broad array of mental health services within their mental health system of care programs. These programs provide services to the following target populations: children and youth with serious emotional disturbances and adults and older adults with serious mental illnesses.

2.6 Application for Funds and Compliance with Requirements

- A. County must submit its RFA responses and required documentation specified in DHCS' RFA to receive MHBG funding. County must complete its RFA responses in accordance with the instructions, enclosures and attachments.
- B. If County applied for and DHCS approved its request to receive MHBG grant funds, the following documents are incorporated by reference in this Contract and County must comply with all applicable provisions:
 - 1) The NOFO issued by SAMHSA for the MHBG program;
 - 2) The State's approved application to SAMHSA for MHBG funding;
 - 3) The federal Notice of Award issued to DHCS;
 - 4) DHCS's RFA;
 - 5) County's RFA responses, including the proposed scope of work and budget details.

2.6.1 Federal Authorities

- A. The MHBG grant is a federal award within the meaning of 2 CFR parts 200 and 300. County's receipt of MHBG funds is a subaward to County. County is a subrecipient and subject to all applicable

requirements in 2 CFR parts 200 and 300, and 45 CFR part 96 including, but not limited to, the County requirement to have a single audit performed for MHBG funds in accordance with the audit requirements therein.

- B. MHBG Funding must not be used to supplant existing resources. County expenditure of MHBG Funds are subject to State and federal oversight, including on-sight program performance reviews and federal audits. (42 USC § 300x-4(b); 42 CFR § 200.503.)

2.7 Substance Use Prevention, Treatment, and Recovery Services Block Grant

2.7.1 Overview

- A. Pursuant to Title 42 USC section 300x *et seq.*, the State of California has been awarded the federal Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG).
- B. County Alcohol and Other Drug Programs utilize SUBG funding to provide a broad array of alcohol and other drug treatment and prevention services within their system of care programs.

2.7.2 Application for Funds and Compliance with Requirements

- A. County must submit its RFA responses and required documentation specified in DHCS' RFA to receive SUBG funding. County must complete its RFA responses in accordance with the instructions, enclosures and attachments.
- B. If County applied for, and DHCS approved its request to receive SUBG funds, the following documents are incorporated by reference in this Contract and County must comply with all applicable provisions:
 - 1) The NOFO issued by SAMHSA for the SUBG program;
 - 2) The State's approved application to SAMHSA for SUBG funding;
 - 3) The federal Notice of Award issued to DHCS;
 - 4) DHCS's RFA; and
 - 5) County's RFA responses, including the proposed scope of work and budget details.

2.7.3 Federal Authorities

- A. The SUBG is a federal award within the meaning of 2 CFR parts 200 and 300. County's receipt of SUBG funds is a subaward to County. County is a subrecipient and subject to all applicable requirements in 2 CFR parts 200 and 300, and Title 45 CFR part 96, including, but not limited to, the County

requirement to have a single audit performed for SUBG funds in accordance with the audit requirements therein.

- B. SUBG Funding must not be used to supplant existing resources. County expenditure of SUBG Funds are subject to State and federal oversight, including on-sight program performance reviews and federal audits. (45 CFR § 96.134(a), 42 CFR § 200.503.)

2.8 Crisis Counseling Assistance and Training Program

2.8.1 Overview

- A. Pursuant to Title 42 USC section 5183, and upon the issuance of a Presidential declaration of a major disaster, the State of California may be awarded Federal Emergency Management Agency (FEMA) funding for the Crisis Counseling Assistance and Training Program (CCP) pursuant to 44 CFR section 206.171.
- B. The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process. These funds are used to provide services to all individuals affected during a disaster.

2.8.2 Request for Funds and Compliance with Requirements

- A. Participation in the CCP is optional.
- B. If County participates in the CCP, it must comply with all applicable federal and State requirements, including:
 - 1) FEMA or SAMHSA approved funding application and budget;
 - 2) Applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the State, including special and standard program conditions or terms, supplemental grant information, and the federal Health and Human Services Grants Policy Statement; and
 - 3) 44 CFR section 206.171, 42 CFR part 38, and FEMA or SAMHSA CCP secondary guidance.

2.8.3 Federal Authorities

- A. The CCP is a federal award within the meaning of 2 CFR part 200. County's receipt of CCP funding is a subaward to County. County is a subrecipient and subject to all applicable requirements in 2 CFR part 200 and 44 CFR section 206.207(c), including, but not limited to, the County

requirement to have a single audit performed for CCP funds in accordance with the audit requirements therein.

- B. CCP Funding must not be used to supplant existing resources. County expenditure of CCP Funds are subject to State and federal oversight, including on-sight program performance reviews and federal audits. (44 CFR § 206.171(k), 42 CFR § 38.9.)
- C. For reference, FEMA Crisis Counseling Assistance and Training Program (FEMA secondary guidance), is accessible at the following link:
<https://www.samhsa.gov/technical-assistance/dtac/ccp>.

Exhibit A, ATTACHMENT II
Additional Terms and Conditions

Table of Contents

1.0 Additional Terms and Conditions

- 1.1 Dispute Resolution Process for Projects For Assistance In Transition From Homelessness, Community Mental Health Services Block Grant, and Substance Use Prevention, Treatment, and Recovery Services Block Grant
- 1.2 Welfare and Institutions Code section 5751.7 Waiver
- 1.3 Reporting, Data Submission, and Data Sharing Requirements

1.1 Dispute Resolution Process for Projects For Assistance In Transition From Homelessness, Community Mental Health Services Block Grant, and Substance Use Prevention, Treatment, and Recovery Services Block Grant

1.1.1 Dispute Resolution Process

- A. Notwithstanding Exhibit D, if a dispute arises between County and DHCS regarding County's compliance with subsection 2.4 (Projects For Assistance In Transition From Homelessness), subsection 2.5 (Community Mental Health Services Block Grant), or subsection 2.6 (Substance Use Prevention, Treatment and Recovery Services Block Grant) of Attachment I, the County must seek resolution using the process outlined in this subsection 1.1.1.D, below.
- B. County must first informally discuss the problem with the DHCS Project Representative listed in subsection 1.1.1.D, below. If County and DHCS are unable to resolve the problem informally, County must mail a written Statement of Dispute, with supporting evidence, to DHCS at the address listed in subsection 1.1.1.D, below. The Statement of Dispute must describe the issues in dispute, the legal authority or other basis for County's position, and the remedy sought.
- C. The Branch Chief of DHCS' Federal Grants Branch will decide the dispute and mail a written decision to the County within twenty (20) working days of receiving the Statement of Dispute from County. The decision will be in writing, and include a statement of the reasons for the decision that addresses each issue raised by County. If applicable, the decision will also indicate any action County must take to comply with the decision. The Branch Chief's decision will be the final administrative determination of DHCS.
- D. Unless otherwise agreed to in writing by DHCS, the Statement of Dispute, supporting documentation, and all correspondence and documents related to the dispute resolution process must be directed to the following:

California Department of Health Care Services
Community Services Division/Federal Grants Branch
Attention: Waheeda Sabah
1501 Capitol Avenue
P.O. Box Number 997413, Mail Stop 2624
Sacramento, CA, 95899-7413

1.2 Welfare and Institutions Code section 5751.7 Waiver

1.2.1 Overview

- A. County must comply with Welfare and Institutions Code (W&I) section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If this requirement creates undue hardship to County due to inadequate or unavailable alternative resources, County may request a waiver of this requirement. County must submit the waiver request on Exhibit A, Attachment III of this Contract to DHCS.
- B. DHCS must review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County must prohibit health facilities from admitting minors into psychiatric treatment with adults.
- C. County must submit the waiver request to DHCS at the time County submits this Contract, signed by County, to DHCS for execution. County must complete Exhibit A, Attachment III and attach it to this Contract.
- D. Execution of this Contract by DHCS will not constitute approval of a waiver submitted pursuant to this section.
- E. Any waiver granted in the prior fiscal year's Contract will be deemed to continue until either party chooses to discontinue it, as specified in Exhibit A, Attachment III. Execution of this Contract will continue independently of the waiver review and approval process.
- F. In unusual or emergency circumstances, when County needs to request waivers after this Contract has been executed, these requests should be e-mailed, with the subject line "Performance Contract: Unusual or Emergency Circumstances", immediately to the contact listed in this subsection 1.2.1.G, below.
- G. County must submit waiver requests for designated facilities by e-mail to:
 - California Department of Health Care Services
 - Licensing and Certification Division
 - Mental Health Licensing and Certification Branch
 - e-mail: LPSinfo@dhcs.ca.gov.
- H. Each admission of a minor to a facility that has an approved waiver must be reported to the Local Behavioral Health Director.

1.3 Reporting, Data Submission, and Data Sharing Requirements

1.3.1 Data Requirements

- A. County must comply with all data and information submission requirements specified in State and federal law, this Contract, and all applicable DHCS guidance. (W&I §§ 5610(a)(1), 5664(a), 5963.04(a)(2).) Applicable laws include:
- 1) Title 42 of the United States Code (USC), sections 290cc-21 through 290ee-10 and 300x through 300x-68, inclusive;
 - 2) W&I sections 5000 through 5987; and
 - 3) All corresponding regulations that implement, interpret or make specific, these federal and State laws.
- B. County must provide data and information regarding the following programs as required by, and in accordance with, federal and State laws and DHCS guidance:
- 1) The Behavioral Health Services Act (BHSA), as outlined in Exhibit A, Attachment I, Article 1.0;
 - 2) Projects for Assistance in Transition from Homelessness (PATH), as outlined in Article 2.0, subsection 2.4 of Attachment I;
 - 3) Community Mental Health Services Block Grant (MHBG), as outlined in Article 2.0, subsection 2.5 of Attachment I;
 - 4) Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG), as outlined in Article 2.0, subsection 2.6 of Attachment I; and
 - 5) County provision of community behavioral health services provided with 1991 and 2011 realignment funds (other than Medi-Cal).

1.3.2 Reporting Requirements

- A. County must comply with all reporting requirements as specified in DHCS guidance and State and federal law. (W&I §§ 5610(a)(1), 5664(a), 5651(b)(7), 5963.04(e)(3)(A); Health & Safety Code §§ 11754(a), 11755(q)(1).)
- B. County must submit complete and accurate information to DHCS, and as applicable to the Behavioral Health Services Oversight and Accountability Commission, including, but not limited to, the following (W&I §§ 5610(a)(1), 5963.04(a)(1)-(2)):

- 1) Client and Service Information (CSI) System Data, as specified in Title 9 of the California Code of Regulations (CCR) section 3530.10 and according to the specifications set forth in DHCS' CSI Data Dictionary. County must:
 - a. Report complete and accurate monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.
 - b. If complete and accurate data are not reported within 60 calendar days, County must be in compliance with an approved plan of correction.
 - c. Make diligent efforts to minimize errors on the CSI error file.
 - d. Correct all errors on the CSI error file.
 - e. Notify DHCS 90 calendar days prior to any change in reporting system or change of automated system vendor.
 - 2) Full Service Partnership Performance Outcome data (9 CCR § 3530.30)
 - 3) Consumer Perception Survey (9 CCR § 3530.40)
 - 4) Substance use disorder treatment services data in accordance with W&I section 5891.5(b).
- C. Effective January 1, 2027, County must capture and submit all behavioral health individual service-level (ISL) encounter data to DHCS pursuant to applicable DHCS guidance. (W&I §§ 5610(b), (d), 5664(a).)
- D. In the event that DHCS or County determines that, due to federal or State law changes or business requirements, an amendment is needed of either County's or DHCS' obligations under this contract relating to either DHCS' or County's information needs, both DHCS and County agree to provide notice to the other party as soon as feasible prior to implementation. This notice must include information and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.
- E. County must submit complete, accurate, reasonable, and timely data as mandated by State and federal law and DHCS guidance, and in a form and manner specified by DHCS.

- F. If applicable to a specific federal or State funding source covered by this Contract, County must require each of its subcontractors to submit a fiscal year-end cost report to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws, regulations, and DHCS guidance.

1.3.3 Data Sharing Requirements

- A. County must comply with all data sharing requirements as mandated by and in accordance with applicable federal and State law and applicable Data Exchange Framework Policies and Procedures and DHCS guidance. (W&I §§ 14197.71(d)(1), 14184.102(j).)
- B. County must implement data sharing policies and procedures and adhere to required state and federal care coordination rules and regulations, including bidirectionally sharing the minimum necessary individual data in real time with other counties, Managed Care Plans (MCPs), County-contracted providers, and other delivery systems and partners that support service delivery, care coordination, referrals, closed loop referrals, and care transitions. (W&I § 14197.71(d)(1).)

Exhibit A, Attachment III
Request for Waiver

Request for Waiver Pursuant To Section 5751.7 of the Welfare and Institutions Code

_____ hereby requests a waiver for the following public or private health facilities pursuant to section 5751.7 of the Welfare and Institutions Code for the term of this contract. These are facilities where minors may be provided psychiatric treatment with nonspecific separate housing arrangements, treatment staff, and treatment programs designed to serve minors. However, no minor shall be admitted for psychiatric treatment into the same treatment ward as an adult receiving treatment who is in the custody of any jailor for a violent crime, is a known registered sex offender, or has a known history of, or exhibits inappropriate sexual or other violent behavior which would present a threat to the physical safety of others.

The request for waiver must include, as an attachment, the following:

1. A description of the hardship to the County/City due to inadequate or unavailable alternative resources that would be caused by compliance with the State policy regarding the provision of psychiatric treatment to minors.
2. The specific treatment protocols and administrative procedures established by the County/City for identifying and providing appropriate treatment to minors admitted with adults.
3. The specific plan and administrative procedures established by the County ensuring that a designated facility admitting both adults and minors will house them in specific and separate housing arrangements.
4. Name, address and telephone number of the facility:
 - Number of the facility's beds designated for involuntary treatment
 - Type of facility, license(s), certification(s) or accreditation(s) held (including licensing, certifying, or accrediting agency and license, certificate, or accreditation number)
 - A copy of the facility's current license, certificate or accreditation and a description of the program, including target population and age range, and genders to be admitted to the designated facility.
5. If applicable, include a copy of the County's approval letter indicating the County has designated a facility to house both minors and adults.

To rescind the waiver, either party shall send a letter to the other party on official letterhead signed by their respective County Behavioral Health Director or his or her designee indicating that the party no longer grants or requests a waiver. If not otherwise specified by the party in the letter to the respective party, the discontinuance shall be effective the date the letter to the party is postmarked and the facility shall no longer be waived as of this date. When DHCS denies or rescinds a waiver issued to a County, the facility and the County Behavioral Health Director or designee shall receive written notification from DHCS, by certified mail or e-mail. The notice shall include the decision, the basis for the decision, and any supporting documentation. DHCS' denial or rescission is the final administrative decision and there is no further review or appeal.

Exhibit B – Budget Detail Provisions

1.0 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 Contract does not appropriate sufficient funds for the program, this Contract will be of no further force and effect. In this event, DHCS will have no liability to pay any funds whatsoever to County or to furnish any other considerations under this Contract and County will not be obligated to perform any provisions of this Contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS will have the option to either cancel this Contract with no liability occurring to DHCS, or offer an agreement amendment to County to reflect the reduced amount.

Exhibit D Special Terms and Conditions

The provisions herein apply to this Agreement **unless** the applicable conditions do not exist, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the provisions are removed by reference on the face of this Agreement.

The use of headings or titles throughout this exhibit is for convenience only and will not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" will also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" will all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.).

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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 Code of Federal Regulations (C.F.R.) Part 60, "Office of the Federal Contract Compliance

Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. § 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement will, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates will apply upon their effective date and no amendment to this Agreement will be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California will be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions will apply:

- 1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- 2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities (including state colleges/universities and auxiliary organizations)**, whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

- 1) Equipment/property purchases must not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor must make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS will be deducted from the funds available in this Agreement. Contractor will submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

- 2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- 3) Nonprofit organizations and commercial businesses must use a procurement system that meets the following standards:
 - a) Maintain a code or standard of conduct that will govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent will participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - b) Procurements must be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - c) Procurements must be conducted in a manner that provides for all of the following:
 - i. Avoid purchasing unnecessary or duplicate items.
 - ii. Equipment/property solicitations must be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - iii. Take positive steps to utilize small and veteran owned businesses.
 - d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or

desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) must also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment / Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 will apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement will be considered state equipment and the property of DHCS.

1) Reporting of Equipment/Property Receipt

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor must report the

receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor must use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager.

2) Annual Equipment/Property Inventory

If the Contractor enters into an agreement with a term of more than twelve months, the Contractor must submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager. Contractor must:

- a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
 - c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.
- b. Title to State equipment and/or property will not be affected by its incorporation or attachment to any property not owned by the State.
 - c. Unless otherwise stipulated, DHCS will be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
 - d. The Contractor and/or Subcontractor must maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
 - 1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor must immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor must promptly submit one copy of the theft report to the DHCS Program Contract Manager.
 - e. Unless otherwise stipulated by the Program funding this Agreement, equipment

and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must only be used for performance of this Agreement or another DHCS agreement.

- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor must provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and must, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property will be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions will be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- 1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor must return such vehicles to DHCS and must deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- 2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California will be the legal owner of said motor vehicles and the Contractor will be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- 3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator must also hold a State of California Class B driver's license.
- 4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, must provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

- a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- b) The Contractor and/or Subcontractor must, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance must identify the DHCS contract or agreement number for which the insurance applies.
- c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, will remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - I. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
 - II. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - III. The insurance carrier must notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices will contain a reference to each agreement number for which the insurance was obtained.
- f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance

Management. The Contractor will be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services will be performed prior to obtaining said approval.

- g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor must obtain at least three bids or justify a sole source award.
 - 1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - 2) DHCS may identify the information needed to fulfill this requirement.
 - 3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - a) A local governmental entity or the federal government,
 - b) A State college or State university from any State,
 - c) A Joint Powers Authority,
 - d) An auxiliary organization of a California State University or a California community college,
 - e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - g) Firms or individuals proposed for use and approved by DHCS' funding program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
 - h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Volume 1 Chapter 5 Section 5.80 Subsection B.

- i) Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.
- b. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority
 - 1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or \$50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph a(3) herein, DHCS will:
 - a) Obtain approval from DGS to use said subcontracts, or
 - b) If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or
 - c) Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.
 - 2) When the conditions of b(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph a(3) herein, must not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS will inform the Contractor when DHCS has obtained appropriate approval to use said subcontractors.
- c. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - 1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor must take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
 - 2) The requirements specified in Provision 28 entitled, "Use of Disabled Veteran Business Enterprises (DVBEs)" will apply to the use and substitution of DVBE subcontractors.
 - 3) The requirements specified in Provision 30 entitled, "Use of Small Business Subcontractors" will apply to the use and substitution of small business subcontractors.
- d. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers must be confirmed in writing by DHCS.

- e. Contractor must maintain a copy of each subcontract entered into in support of this Agreement and must, upon request by DHCS, make copies available for approval, inspection, or audit.
- f. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- g. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- h. When entering into a consulting agreement with DHCS, the contract must include detailed criteria and a mandatory progress schedule for the performance of the contract, and must require Contractor to provide a detailed analysis of the costs of performing the contract.
- i. The Contractor must ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- j. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- k. Unless otherwise stipulated in writing by DHCS, the Contractor will be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- l. Contractor must, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 18, 19, 20, 32, 37, 38 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor must maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records must be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, DGS, the California State Auditor, or their designated representatives including, but not limited to, the Comptroller General of the United States will have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code (Gov. Code) § 8546.7, Title 2 Code of California Regulations (C.C.R.), § 1896.77 and other applicable State laws.) The Contractor must comply with the above and be aware of the penalties for violations of fraud and for obstruction of an investigation under applicable State laws.
- d. The Contractor and/or Subcontractor must preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code (Mil. & Vet. Code) § 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - 1) If this Agreement is completely or partially terminated, the records relating to the work terminated must be preserved and made available for a period of three years from the date of any resulting final settlement.
 - 2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other

data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- f. For agreements with non-profit entities funded in part or whole with federal funds in the amount of \$750,000 or more, the Contractor must, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 et seq.
- g. For Direct Service Contracts as defined in Health & Saf. Code § 38040 in the amount of \$25,000 or more, the Contract must comply with the audit requirements set forth in Health & Saf. Code § 38040.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor must provide and must require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days

advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. For Cause

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State will be deducted from any sum due the Contractor under this Agreement and the balance, if any, will be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State will pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. For Convenience

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least thirty (30) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

(Applicable to all agreements that may be fund, in whole or part, the creation and development Intellectual Property.)

- a. The State will be the owner of all rights, title, and interest in any and all intellectual property or other products or materials created or developed pursuant to this Agreement, whether or not published, produced, manufactured or distributed. The copyright, patent and/or other intellectual property rights to any and all products created, provided or developed, in whole or part, under this Agreement, whether or not published, produced, manufactured or distributed belongs to the State from the moment of creation.
- b. The State retains all rights to use, reproduce, distribute, or display any products or materials created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products or materials, as well as all other rights, privileges, and remedies granted or reserved to a copyright, patent, service mark or trademark owner under statutory and common law.
- c. Contractor agrees to cooperate with State and to execute any document(s) that may be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of trademark, copyright or patent rights. Contractor, subject to reasonable availability, agrees to give testimony and take all further acts necessary to acquire, transfer, maintain, and enforce the State's intellectual property rights and interest.
- d. Contractor agrees to cooperate with the State in assuring the State's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor must require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to the State all rights, title and interest in Intellectual Property conceived, developed, derived from, or reduced to practice by the subcontractor, Contractor or the State and which result from this Agreement or any subcontract.
- e. Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State, without additional compensation, a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.
- f. Contractor will retain title to all of its Intellectual Property to the extent such intellectual Property is in existence prior to the effective date of this Agreement. **Unless otherwise specified in the Statement of Work in contracts other than those funded, in part or whole, by federal funds (see paragraph k below)**, Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in

the Intellectual Property resulting from this Agreement. Proprietary software packages that are provided at established catalog or market prices and sold or leased to the general public will not be subject to this license provision.

- g. In the case of copyrighted materials, all materials distributed under the terms of this Agreement, and any reproductions or derivative works thereof, must include a notice of copyright in a place that can be visually perceived at the direction of the State. This notice must be placed prominently on products or materials and set apart from other matter on the page or medium where it appears. The notice "Copyright" or "©", the year in which the work was first created, and the Department of Health Care Services DHCS", or other appropriate mark as directed by DHCS, must be included on any such products or materials.
- h. Contractor represents and warrants that:
 - 1) It is free to enter into and fully perform this Agreement.
 - 2) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - 3) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any State, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
 - 4) Neither Contractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.
 - 5) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real property, sites, locations, property or props that may be used or shown.
 - 6) It has not granted and will not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to the State in this Agreement.
 - 7) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition,

operation or maintenance of computer software in violation of copyright laws.

- 8) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- i. THE STATE MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.
- j. INTELLECTUAL PROPERTY INDEMNITY
 - 1) Contractor must indemnify, defend and hold harmless the State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of the State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement. This indemnity obligation will apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. The State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against the State.
 - 2) Should any Intellectual Property licensed by the Contractor to the State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve the State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to the State. The State will have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for the State to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, the State will be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in

equity.

- 3) Contractor agrees that damages alone would be inadequate to compensate the State for breach of any term of this Intellectual Property attachment by Contractor. Contractor acknowledges the State would suffer irreparable harm in the event of such breach and agrees the State will be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.
- k. If this Agreement is funded in whole or part by federal funds, the State will retain all Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement pursuant to applicable federal law including, but not limited to, 45 C.F.R. § 75.322 and 45 C.F.R. § 95.617, except as provided in 37 C.F.R. Part 401.14. However, the federal government will have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- l. The provisions set forth herein will survive any termination or expiration of this Agreement.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor must obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor must acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors must protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors must not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors must promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor must not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity will include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Gov. Code § 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement must contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

16. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance

between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

- 1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor must direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief will render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief will respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - 2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor must include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal must be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee will meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee will be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee will be the final administrative determination by the Department.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code (Health & Saf. Code) § 100171.
 - c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence will be directed to the DHCS Program Contract Manager.
 - d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor will be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.
 - e. Notwithstanding any dispute, the Contractor shall diligently continue performance of the Contract (including matters subject to dispute to the maximum extent possible).

17. Subrecipient Compliance

(Applicable to agreements in which a Subrecipient receives federal funding. This does not apply to Medi-Cal programs.)

Per 2 C.F.R. § 200.93, a Subrecipient is a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award. Subrecipients must comply with certain requirements, including without limitation, audit requirements, as set forth in 2 C.F.R. Part 200, as applicable to Subrecipients. Subrecipients may be subject to applicable monitoring activities by DHCS as required in 2 C.F.R. § 200.332.

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. § 263a (CLIA) and the regulations thereunder.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 C.F.R. Part 180, 2 C.F.R. Part 376.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - 2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
 - 3) 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 b(2) herein; and
- 4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - 5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 C.F.R. Part 180, Subpart C as supplemented by 2 C.F.R. Part 376.
 - 6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R. part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - 7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor must submit an explanation to the DHCS Program Contract Manager.
 - d. The terms and definitions herein have the meanings set out in 2 C.F.R. Part 180 as supplemented by 2 C.F.R. Part 376.
 - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Drug Free Workplace Act of 1988

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.
- e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS

will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Progress Reports or Meetings

(Applicable to consultant service agreements and, at DHCS' option, other agreements.)

- a. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by DHCS to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
- b. At the conclusion of this Agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Contractor shall submit a comprehensive final report.

25. Performance Evaluation

- a. For all consultant service agreements of \$5000 or more:
 - 1) The Contractor's performance under this Agreement will be evaluated at the conclusion of the term of this Agreement. The evaluation will include, but not be limited to:
 - a) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.
 - b) Whether the contracted work or services met the quality standards specified in the Agreement.
 - c) Whether the Contractor fulfilled all requirements of the Agreement and if not, in what ways the Contractor did not fulfill the contract.
 - d) Factors outside the control of the Contractor, which caused difficulties in Contractor performance. Factors outside the control of the Contractor will not include a Subcontractor's poor performance.
 - e) Other information the awarding agency may require.

- f) How the Contract results and findings will be utilized to meet the agency goals.
- 2) The evaluation of the Contractor will not be a public record.

b. For all other agreements except grant agreements:

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation will not be a public record and will remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

26. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature will be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision will not be construed to extend to this Agreement if made with a corporation for its general benefits.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

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 Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

28. Use of Disabled Veteran's Business Enterprises (DVBE)

(Applicable to agreements over \$10,000 in which the Contractor committed to achieve DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by DHCS.)

- a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.
- b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.
- c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments. Contractor understands and agrees to comply with the requirements set forth in Mil. & Vet. Code § 999 et seq. in that should award of this Contract be based on part on its commitment to use the DVBE subcontractor(s) identified in its bid or offer, per Mil. & Vet. Code § 999.5(g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both DHCS and the DGS prior to the commencement of any work by the proposed subcontractor. Changes to the

scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

- d. Requests for DVBE subcontractor substitution must include:
- 1) A written explanation of the reason for the DVBE substitution.
 - 2) A written description of the business enterprise that will be substituted, including its DVBE certification status and contact information.
 - 3) A written description of the work to be performed by the substituted DVBE subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.
 - 4) One or more of the permissible justifications for substituting a DVBE subcontractor as found in 2 C.C.R. § 1896.73(g).
- e. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Mil. & Vet. Code § 999.9 and other applicable State laws.
- f. Upon completion of this Contract, DHCS requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), all of the following:
- 1) The total amount the prime Contractor received under the Agreement;
 - 2) The name, address, Contract number and certification ID Number of the DVBE(s) that participated in the performance of this Contract;
 - 3) The amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;
 - 4) That all payments under the Contract have been made to the DVBE(s); and
 - 5) The actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor must provide proof of payment for the work.
- g. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold \$10,000 from the final payment, or the full payment if less than \$10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement must, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, DHCS will permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. (Mil. & Vet. Code § 999.7.)

- h. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Govt. Code § 14841.)
- i. Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in § 999 of the Mil. & Vet. Code, including, but not limited to, the requirements of § 999.5(d).

29. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts must be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors must take all of the following steps to further this goal.

- a. Ensure that small businesses, minority-owned firms and women's business enterprises are used to the fullest extent practicable.
- b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms and women's business enterprises.
- c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

30. Use of Small Business Subcontractors

(Only applicable to agreements awarded in part due to the granting of small business preference where the Contractor committed to use small business subcontractors for at least 25% of the initial contract cost or amount bid.)

- a. All Small Business Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein, and made a part of this Agreement by this reference.
- b. Contractor agrees to use each small business subcontractor/supplier, as

identified in previously submitted Small Business Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by DHCS, in writing (including email or fax), prior to using a proposed substitute subcontractor.

- c. Requests for substitution must be approved by the funding program and must include, at a minimum:
 - 1) An explanation of the reason for the substitution.
 - 2) A written description of the business enterprise that will be substituted, including its small business certification status and contact information.
 - 3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the Contract will be fulfilled.
 - 4) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall Contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the Contract pursuant to 2 C.C.R. § 1896.15.
- d. DHCS may consent to the substitution if allowed by applicable State laws.
- e. Prior to the approval of the prime contractor's request for the substitution, the funding program will give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified will have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections will constitute the listed subcontractor's consent to the substitution. If written objections are filed, DHCS will give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by DHCS on the prime contractor's request for substitution.
- f. Failure of the Contractor to subcontract with the small businesses listed in its bid or proposal to DHCS, or failure to follow applicable substitution rules and regulations will be grounds for DGS to impose sanctions pursuant to Gov. Code § 14842.5 and 2 C.C.R. § 1896.92. In the event such sanction are to be imposed, the Contractor be notified in writing and entitled to a hearing pursuant to Gov. Code § 14842. and 2 C.C.R. § 1896.18 and § 1896.20.
- g. If requested by DHCS, Contractor agrees to provide documentation/verification, in a form agreed to by DHCS, that small business subcontractor usage under this Agreement complies with the commitments specified during the contractor selection process.

31. Alien Ineligibility Certification

(Applicable to sole proprietors entering into federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. § 1601, et seq.)

32. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Gov. Code §§ 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee must, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

33. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with § 100525) of Chapter 3 of Part 1 of Division 101 of the Health & Saf. Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - 1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - 2) Director's and executive committee member's fees.

- 3) Incentive awards and/or bonus incentive pay.
 - 4) Allowances for off-site pay.
 - 5) Location allowances.
 - 6) Hardship pay.
 - 7) Cost-of-living differentials.
- c. Specific allowable fringe benefits include:
- 1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
- 1) Be necessary and reasonable for the performance of the Agreement.
 - 2) Be determined in accordance with generally accepted accounting principles.
 - 3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits must be at actual cost.
- f. Earned/Accrued Compensation
- 1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
 - 2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
 - 3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

34. Suspension or Stop Work Notification

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification will remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
 - 1) Upon receipt of a suspension or stop work notification, the Contractor must immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
 - 2) Within 90 days of the issuance of a suspension or stop work notification, DHCS will either:

- a) Cancel, extend, or modify the suspension or stop work notification; or
- b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is canceled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification will require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is canceled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS will allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS will not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

35. Public Communications

"Electronic and printed documents developed and produced, for public communications must follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

36. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.)

The Contractor must:

- a. Adhere to legal cost and billing guidelines designated by DHCS.
- b. Adhere to litigation plans designated by DHCS.
- c. Adhere to case phasing of activities designated by DHCS.
- d. Submit and adhere to legal budgets as designated by DHCS.
- e. Maintain legal malpractice insurance in an amount not less than the amount designated by DHCS. Said amount must be indicated in a separate letter to the Contractor.

- f. Submit to legal bill audits and law firm audits if requested by DHCS. Such audits may be conducted by State employees or its designees or by any legal cost control providers retained by DHCS for such purpose.
- g. Applicable only to legal agreements of \$50,000 or more:

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 lesser 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.

37. Compliance with Statutes and Regulations

- a. The Contractor must comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement. This includes any changes to the applicable laws, regulations, and/or published guidelines that arise after the execution of this Agreement.
- b. For federally funded agreements, these authorities include, but are not limited to, 2 C.F.R. Part 200, subpart F, Appendix II; 42 C.F.R. Part 431, subpart F; 42 C.F.R. Part 433, subpart D; 42 C.F.R. Part 434; 45 C.F.R. Part 75, subpart D; and 45 C.F.R. Part 95, subpart F. To the extent applicable under federal law, this Agreement will incorporate the contractual provisions in these federal regulations and they will supersede any conflicting provisions in this Agreement.

38. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

- a. Certification and Disclosure Requirements
 - 1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, must file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
 - 2) Each recipient must file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that

- contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- 3) Each recipient must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
 - 4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant must file a certification, and a disclosure form, if required, to the next tier above.
 - 5) All disclosure forms (but not certifications) must be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person must forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay 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 any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**Attachment 1
CERTIFICATION REGARDING LOBBYING**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, 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, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" (Attachment 2) in accordance with its instructions.
3. The recipient must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING**, as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2. **CERTIFICATION REGARDING LOBBYING and returning it to the Department of Health Care Services.**

**Attachment 2
CERTIFICATION REGARDING LOBBYING**

Approved by OMB (0348-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		_ a. bid/offer/application b. initial award c. post-award		_ a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.	
4. Name and Address of Reporting Entity:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
<input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known:					
Congressional District, If known:			Congressional District, If known:		
6. Federal Department/Agency			7. Federal Program Name/Description:		
			CDFA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known:		
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.					
Signature:					
Print Name:					
Title:					
Telephone Number:					
Date:					
Federal Use Only			Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grant.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are 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 OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E
Additional Provisions

1. Amendment Process

- A. This provision is in addition to provision 2 of Exhibit C, General Terms and Conditions (GTC 02/2025).
- B. Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments must be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes must be made through the State's official agreement amendment process, unless otherwise stipulated within this Agreement. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), the Centers for Medicare and Medicaid (CMS), or any other applicable regulatory agencies, if such approval(s) are required.

2. Termination for Convenience

- A. This provision replaces and supersedes only Provision 10(b) Termination for Convenience in Exhibit D. **Note:** Provision 10(a) Termination for Cause in Exhibit D remains in force as is.
- B. This agreement may be terminated, in whole or in part, without cause, and without penalty, by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification must state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Upon receipt of a notice of termination or cancellation from DHCS, Contractor must take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims.

Exhibit E
Additional Provisions

D. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

3. Insurance Requirements

Contractor must comply with the following insurance requirements:

A. General Provisions Applying to All Policies

1. Coverage Term

Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.

2. Policy Cancellation or Termination & Notice of Non-Renewal

Contractor is responsible to notify the State within thirty (30) days of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3. Deductible & Other Costs

Contractor is responsible for any deductible or self-insured retention contained within their insurance program, or any premiums or assessments.

4. Primary Clause

Any required insurance contained in this contract must be primary, and not excess or contributory, to any other insurance carried by the State.

5. Insurance Carrier Required Rating

All insurance companies must carry an A rating or better. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

Exhibit E
Additional Provisions

6. Endorsements

Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7. Inadequate Insurance

Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.

8. Subcontractors

If Contractor has identified subcontractors for the work/services identified in the scope of work, the Contractor must include all subcontractors as insureds under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required of Contractor.

9. Certificate of Insurance

The Contractor shall furnish a Certificate of Insurance for in complete compliance with the terms of the applicable insurance requirements in this provision (i.e., coverage type; dollar limit per occurrence; cancellation requires notification to DHCS at least thirty (30) days in advance; and the State of California, its officers, agents, and employees are included as additional insureds with respect to work performed for the State of California under this Agreement).

B. Commercial General Liability

Contractor and any subcontractors must maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limits must apply separately to this project/location, or the general aggregate limit must be twice the required occurrence limit. If the aggregate applies "per project/location" it must so state on the certificate. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured with respect to work performed under the

Exhibit E
Additional Provisions

contract. The additional insured endorsement must be provided with the certificate of insurance.

C. Automobile Liability

Contractor must maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance must cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured with respect to work performed under the contract. The additional insured endorsement must be provided with the certificate of insurance.

D. Workers Compensation and Employers Liability

Contractor must maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of the State.

E. Errors and Omissions/Professional Liability

Contractor shall maintain Errors and Omissions/Profession liability with limits of not less than \$1,000,000 each incident and \$2,000,000 aggregate covering damages caused by negligent, acts or omissions. The policy retro date must be shown on a certificate of insurance and must be before the Contract date, or before the date contract work begins. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 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 the completion of work.

Contractor must maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this agreement. Coverage must be provided for both work performed on site and during transportation as well as proper disposal of hazardous materials. Proof of Pollution during transportation must be provided on an MCS-90 form. Limits of not less than \$1,000,000 per incident, and annual aggregate amount of \$2,000,000 must be provided. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the

Exhibit E
Additional Provisions

agreement.

F. Cyber Liability

Contractor shall maintain Cyber Liability insurance with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of \$4,000,000 covering claims involving privacy violations, information theft, damage or destruction of electronic information, intentional and/or unintentional release of State and or private information, alteration of electronic information, extortion and network security. The policy must name The State of California, its officers, agents, and employees as additional insured with respect to work performed under the contract.

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
 - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.
 - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.
 - 7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

8. Compliance with Other Applicable Law

- 8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
- 8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
- 8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.
- 8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Safeguards and Security.

- 9.1.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 9.1.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>; updates will be available online at <https://csrc.nist.gov/publications/sp800>.
- 9.1.3 Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at <https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search>. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.
- 9.1.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.
- 9.1.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

- 9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.
- 9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.
- 9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

9.2 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI. Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI. Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures. Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Collaboration. The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. Compliance with DHCS Obligations. To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. Access to Practices, Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. Return or Destroy PHI on Termination; Survival. At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

18. Special Provision for SSA Data. If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

19. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

19.1 Notice to DHCS.

19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

19.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

19.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, "DHCS Contacts").

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

<https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx>

Notice via email shall be made using the current DHCS "Privacy Incident Reporting Form" and shall include all information known at the time the incident is reported. The form is available online at

<https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

19.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 Investigation. Business Associate shall immediately investigate such security incident or breach.

19.3 Complete Report. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate’s determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate’s corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

19.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

19.5 Responsibility for Reporting of Breaches to Entities Other than DHCS. If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19.6 DHCS Contact Information. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

20. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how

DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

21.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

22. Termination

22.1 Termination for Cause. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

22.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

22.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

22.2 Judicial or Administrative Proceedings. DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

23. Miscellaneous Provisions

23.1 Disclaimer. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

23.2. Amendment.

23.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

23.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.

23.3 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

23.4 No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

23.5 Interpretation. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

23.6 No Waiver of Obligations. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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
County of Inyo	95-6005445

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, 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.



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 14, 2026

Reference ID:
2026-235

Request to Reserve Tinnemaha Campground Public Works - Parks & Recreation ACTION REQUIRED

ITEM SUBMITTED BY

Jorge Briceno, Parks & Recreation Manager

ITEM PRESENTED BY

Jorge Briceno, Parks & Recreation Manager

RECOMMENDED ACTION:

Approve a request from the Moontribe Collective to reserve all campsites at Tinnemaha Creek Campground, from June 27 to July 1, 2026.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Parks and Recreation department has received a request from the Moontribe Collective to reserve the entire Tinnemaha Creek Campground from June 27 through July 1, 2026. The Moontribe Collective has camped at the Tinnemaha Campground for many years. Every year, the Moontribe Collective has shown they are good stewards by leaving the campground cleaner than when they arrived. According to their website, "Moontribe is a community of friends and family who gather in the desert to dance beneath the full moon." In addition, the Moontribe Collective will be required to pay the appropriate fees. Moontribe is also obtaining extra chemical toilets and an extra dumpster for their event, at their expense.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	076923
Budgeted?	Revenue	Object Code	4786
Recurrence	One-Time Expenditure/Revenue	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

This will generate \$2,700.00 in revenue for the Parks budget in Fiscal Year 2025-2026

Future Fiscal Year Impacts

N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Quality Parks and Recreation Amenities

APPROVALS:

Jorge Briceno	Created/Initiated - 03/12/2026
Darcy Israel	Approved - 03/12/2026
Teresa Elliott	Approved - 03/12/2026
Breanne Nelums	Approved - 03/13/2026
Jorge Briceno	Approved - 03/13/2026
Amy Shepherd	Approved - 03/16/2026
Keri Oney	Approved - 03/16/2026
John Vallejo	Approved - 03/16/2026
David Fraser	Final Approval - 03/24/2026
Denelle Carrington	-

ATTACHMENTS:



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 14, 2026

Reference ID:
2026-237

Resolution Authorizing Submittal of Applications for Grant Programs and Related Authorizations

Public Works - Recycling & Waste Management

ACTION REQUIRED

ITEM SUBMITTED BY

Teresa Elliott, Administrative Analyst

ITEM PRESENTED BY

Cap Aubrey, Assistant Public Works Director

RECOMMENDED ACTION:

Approve Resolution No. 2026-12, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing Submittal of Applications for Grant Programs and Related Authorizations," in relation to CalRecycle grants, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

CalRecycle has various grant programs available to qualifying jurisdictions including Inyo County. CalRecycle has established a procedure which requires jurisdictions to apply for grants and authorize an individual to submit grant applications to CalRecycle and further requires a position be designated to execute documents related to those grants.

The attached resolution authorizes the Assistant County Administrator to submit applications to CalRecycle and further authorizes the Assistant County Administrator or their designee to execute all documents necessary to implement and secure the grant.

FISCAL IMPACT:

There are no costs associated with adopting this resolution.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Solid Waste has been informed by CalRecycle that grant applications cannot be submitted unless an authorized Resolution is adopted. Your Board may forego participating in CalRecycle grant opportunities.

Your Board may also designate another individual or position to submit applications and execute documents.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Teresa Elliott	Created/Initiated - 03/13/2026
Darcy Israel	Approved - 03/13/2026
Teresa Elliott	Approved - 03/16/2026
Breanne Nelums	Approved - 03/17/2026
Denelle Carrington	Approved - 03/19/2026
Amy Shepherd	Approved - 03/23/2026
Keri Oney	Approved - 03/24/2026
John Vallejo	Approved - 03/24/2026
David Fraser	Final Approval - 03/30/2026

ATTACHMENTS:

1. Authorizing Resolution

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATIONS FOR GRANT PROGRAMS AND RELATED AUTHORIZATIONS

WHEREAS, PURSUANT TO Public Resources Code section 48000 et seq, the Department of Resources and Recycling and Recovery (CalRecycle) has established various grant programs to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the grant programs; and

WHEREAS, CalRecycle’s procedures for administering grant programs require, among other things, an applicant’s governing body to declare by resolution certain authorizations related to the administration of the grant programs.

NOW, THEREFORE, BE IT RESOLVED that the Assistant County Administrator is authorized to submit an application to CalRecycle for any and all grant programs offered: and

BE IT FURTHER RESOLVED AND ORDERED that the Assistant County Administrator is hereby authorized as Signature Authority to execute all documents necessary to implement grant programs; and

BE IT FURTHER RESOLVED AND ORDERED that this authorization is effective for a period of five years, April 21, 2026 through April 19, 2031.

PASSED AND ADOPTED on this ____ day of _____ 2026, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Trina Orrill, Chairperson
Inyo County Board of Supervisors

ATTEST:

DAVID FRASER
Clerk of the Board

By: _____
Darcy Israel, Assistant



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 14, 2026

Reference ID:
2026-260

Temporary Lane Closure for US Cycling Event LLC Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Jose Rodriguez, Engineering Technician

ITEM PRESENTED BY

Shannon Platt, Deputy Public Works Director - Roads

RECOMMENDED ACTION:

Approve the temporary lane closure of Onion Valley Road just west of U.S. Highway 395 and East Market Street, to allow US Cycling and Whiskey Tango Fondo to hold the annual Cycling Event on Onion Valley Road and East Market Street on April 26, 2026.

BACKGROUND / SUMMARY / JUSTIFICATION:

US Cycling Event LLC and Whiskey Tango Fondo have requested the temporary lane closure on Onion Valley Road and East Market Street for the US Cycling Event.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this closure. This is not recommended as it would require US Cycling Event LLC to reschedule the event dates.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Quality Parks and Recreation Amenities

APPROVALS:

Jose Rodriguez	Created/Initiated - 03/24/2026
Darcy Israel	Approved - 03/24/2026
Jose Rodriguez	Approved - 03/24/2026
Gordon Moose	Approved - 03/25/2026
Shannon Platt	Approved - 03/26/2026
Amy Shepherd	Approved - 03/27/2026
John Vallejo	Approved - 03/30/2026

Cap Aubrey
Denelle Carrington

Approved - 03/30/2026
Final Approval - 03/31/2026

ATTACHMENTS:

1. Encroachment Permit



ROAD DEPARTMENT
168 N. EDWARDS ST. - P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
INYO

Michael Errante, Public Works Director
Cap Aubery, Assistant Director
Shannon Plat, Road Superintendent

SPECIAL EVENT PERMIT

To: **US Cycling Events LLC / Ryan Moore**
850 Coronado Drive
Glendale/CA/91206

PERMIT NO: **SE26-05**
FEE: **N/A**
DATE: **03/24/2026**
RECEIPT NO: **N/A**

Attn: **US Cycling Events LLC / Ryan Moore**

In compliance with your request of **April 26, 2026** and subject to all terms, conditions and restrictions written below or printed as general or special provisions or part of this form, **PERMISSION IS HEREBY GRANTED TO:**

The Permittee, **US Cycling Events LLC** or their representative, to use roadways within the Inyo County right-of-way for the detours on County Roads due to the **non-competitive, rules of the road/gravel US Cycling Event**. This event shall take place in accordance with the map provided.

SPECIAL PROVISIONS

Traffic Control and Detours

The Permittee or their representative shall facilitate the passage of traffic through detours on Inyo County roadways. The Permittee or their representative shall be responsible for the setup and removal of all signs and barricades required for detours.

Signs, barricades, and/or cones for this special event may be obtained from the Inyo County Road Department if available. If not available, it is the Permittee responsibility to find the appropriate signage and equipment for the event. If County equipment is requested, the Permittee or their representative must, as a responsible party, sign a COUNTY LOAN AGREEMENT. Please contact **Kyler Hanson** at **(760) 937-5134** to make arrangements to pick up/deliver equipment a minimum of 10 days prior to your event.

Insurance Requirements for Special Event Permit

Permittee shall procure and maintain for the duration of the special event period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of the Permittee, his guests, agents, representatives, employees, or subcontractors. Insurance shall meet the minimum requirements stipulated.

GENERAL PROVISIONS

The Permittee shall indemnify and save harmless the County of Inyo and all officers, employees and agents thereof, including but not limited to the Director of Public Works and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the Permittee, persons employed by the Permittee, persons acting on behalf of the Permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the Permittee's part to perform his obligations, or resulting from defects or obstructions, or from any cause whatsoever arising during the progress of work, or other activity at any subsequent time being performed under the rights and obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The Permittee waives any and all rights to any type of implied indemnity against the County, its officers, employees or agents. It is the intent of the parties that the Permittee will indemnify and hold harmless the County, its officers, employees and agents from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the County, the Permittee, persons employed by the Permittee, or persons acting in behalf of the Permittee.

Acceptance of this permit constitutes an agreement by the Permittee to observe and comply with all of the general and special provisions on the face of the permit and its accompaniments.

This permit is null and void and hereby declared non-existent if the Permittee fails to adhere to all provisions stipulated herein.

This permit shall be void unless the work herein contemplated shall have been completed on or before **04/30/2026**

Inyo County Road Dept.

By *Jose Rodriguez*
Jose Rodriguez
Engineering Technician

cc: Road District #3



ROAD DEPARTMENT
P.O. DRAWER Q – 168 N. EDWARDS STREET
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

**COUNTY
OF
INYO**

Michael Errante, Public Works Director
Chris Cash, Deputy Director

(For County Use Only)
Permit #: SE26-05
Fee: N/A
Receipt: N/A
Issue Date: 3/24/2026
Expires: 4/30/2026
By: Jose Rodriguez

APPLICATION FOR A SPECIAL EVENT PERMIT

US Cycling Events LLC
Applicant/Permittee
Ryan Moore
Address
850 Coronado Dr
Glendale, CA 91206

1/10/2026
Date
Ryan Moore
Contact Person
818-512-5374
Phone

Fax

PARADE DANCE RACE OTHER

DESCRIBE THE EVENT IN DETAIL. INCLUDE MAP OR DRAWING.

Non-competitive, rules of the road gravel/cycling event.

NAME OF ROAD (S) OR INYO COUNTY PROPERTY: Onion Valley Rd., Foothill Rd, Hogback Rd, Whitney Portal Rd, Olivas Ranch Rd
Tuttle Creek Rd, Horseshow Meadows Rd, Movie Flat Rd, Moffat Ranch Rd. Manzanar Reward Rd. Mazourka Canyon Rd., Clay St

REQUESTED DATE (S) OF PERMIT: Sunday, April 26, 2026

ROAD CLOSURE: YES NO HOURS: 5AM am/pm to 5PM am/pm on 04 / 26 / 26

TRAFFIC CONTROL NEEDED: YES NO

(TRAFFIC CONTROL SHALL BE PROVIDED BY CHP OR INYO COUNTY SHERIFF)

SPECIAL CONDITIONS:

**Request Inyo County Courthouse/External Grounds as Event Staging Area

LIMITATION OF INYO COUNTY'S LIABILITY

The County of Inyo, its officers, agents and employees, including but not limited to the Director of Public Works, shall not be answerable, accountable or liable in any manner for injury to, or death of, any person resulting from activities conducted pursuant to this Permit, including but not limited to injuries to the permittee, persons employed by the permittee, persons acting on behalf of the permittee, or any other person, or for damage to property from any cause.

Permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgements, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the use of the facilities or the activities of Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees. Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Permittee's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of the Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable, except such loss or damage which is caused by the sole active negligence or willful misconduct of the County.

Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Permittee to procure and maintain a policy of insurance. Insurance Requirements are attached as Attachment 1.

ACKNOWLEDGMENT AND AGREEMENT OF PERMITTEE

Permittee has read and understands this permit application form and the terms and conditions herein and, as a condition of receiving the permit, agrees to the same.

PERMITTEE SIGNATURE: Ryan Moore DATE: 1/10/2023

County use only below this line

INSURANCE APPROVED: YES (X) NO ()

ATTACHMENTS: _____

COPIES TO: _____

THIS PERMIT IS TO BE STRICTLY ENFORCED AND NO OTHER ENCROACHMENT OTHER THAN THAT SPECIFICALLY MENTIONED ABOVE IS AUTHORIZED.

APPROVED BY: Jose Rodriguez DATE: 3/24/2026

PERMIT NUMBER SE26-05

PROCEDURE FOR OBTAINING A PERMIT TO HOLD PUBLIC EVENT ON COUNTY ROADS OR PROPERTIES UNDER COUNTY JURISDICTION

Obtain an "**Application for Special Event Permit**" form from the Inyo County Department of Public Works.

Return the permit application, properly filled out, with event location and limits clearly defined. A sketch map, of a quality that is reproducible and showing all of the facilities, roads and/or properties to be involved in the event is required, if applicable. Event duration and time of start and finish must be stated, as well as, date of event.

A parade permit shall be obtained from the State (Caltrans) permit engineer if applicable. The permit application should be returned to the County Department of Public Works, Independence at least thirty (30) days prior to the event date. The Department of Public Works must have time to prepare the permit and get it into the hands of the Permittee, the Highway Patrol, Inyo County Sheriff's Office, the Fire Department and all other agencies concerned.

Your permit when received has instructions that must be followed. The County is in no way obligated to take part in the preparations or clean-up of the event. An assist may be procured from the County or State for providing signs and barricades.

Notification of request for County signs, barricades, and/or cones for special event must be 10 days in advance. If County equipment is requested there must be an event responsible party that can sign a COUNTY LOAN AGREEMENT. Please contact Trevor Taylor at 760.878.0347 to make arrangements to pick up/deliver equipment and sign the loan agreement. If Trevor Taylor cannot be reached, please contact the Road Department at 760.878.0202.

Your local California Highway Patrol, Sheriff's Department, County and State road maintenance foremen and Fire Department must all be notified of your permit and the event program. Their cooperation in advising you of all requirements and assists can be expected and should be asked.

The County provides copies of the permit to the departments concerned as a courtesy. This does not relieve the Permittee of notifying the agencies listed.

Insurance Requirements for Special Event Permit

Permittee shall procure and maintain for the duration of the special event period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of the Permittee, his guests, agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Form CG 00 01, covering **Commercial General Liability (CGL)** on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of liability arising out of the use of the facility, including work or operations performed by or on behalf of the Permittee and materials, parts, or equipment furnished in connection with such work or operations.
2. For any claims related to this project, the **Permittee’s insurance coverage shall be primary** insurance as respects the COUNTY and any insurance or self-insurance maintained by the COUNTY shall be excess of the Permittee’s insurance and shall not contribute with it.
3. The Insurance Company agrees to **waive all rights of subrogation** against the COUNTY for losses paid under the terms of any policy covering the facility use or any activities of the Permittee, his guests, agents, representatives, employees or subcontractors.

Acceptability of Insurers

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

Verification of Coverage

Permittee shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity *at least five days* before Permittee commences activities.

Liquor Liability

If Permittee will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Permittee is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Permittee intends to sell alcohol either the Permittee or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Homeowners Insurance

In some cases the Permittee’s homeowner’s liability insurance may provide coverage sufficient to meet these requirements. Permittee should provide these requirements to his or her agent to confirm and provide verification to the Entity.

Special Events Coverage

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Permittee can obtain additional information and cost from Entity.

Special Risks or Circumstances

Entity reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

DAILY LICENSE APPLICATION

Complete all applicable items. Submit this application to your local ABC district office with the required fee (cashier's check or money order) payable to ABC. Once the daily license is issued, fees cannot be refunded. Listing of ABC district office is available at <https://www.abc.ca.gov/contact/district-offices/>. Please visit <https://www.abc.ca.gov/abc-221-instructions/> for further instructions.

ABC USE ONLY		
License #	Receipt #	Fee \$
Conditions Requested <input type="checkbox"/> Yes <input type="checkbox"/> No		Diagram Requested <input type="checkbox"/> Yes <input type="checkbox"/> No
License Type <input type="checkbox"/> B & W <input type="checkbox"/> General <input type="checkbox"/> Special		

SECTION 1. ORGANIZATION AND LICENSE TYPE INFORMATION

Organization Name Sierra Club Foundation	Tax ID 94-11533007
Organization Mailing Address 850 Coronado Dr, Glendale, CA, 91206	

LICENSE TYPE

<input type="checkbox"/> Special Daily Beer and Wine (\$50.00) <input type="checkbox"/> Amateur Sports Organization <input type="checkbox"/> Charitable <input type="checkbox"/> Civic <input type="checkbox"/> Cultural <input type="checkbox"/> Fraternal <input type="checkbox"/> Political <input type="checkbox"/> Religious <input type="checkbox"/> Social <input type="checkbox"/> Other:	<input type="checkbox"/> Daily General (\$75.00) <input type="checkbox"/> Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure <input checked="" type="checkbox"/> Organization Formed for Specific Charitable or Civic Purpose <input type="checkbox"/> Fraternal Organization in Existence over Five Years with Regular Membership <input type="checkbox"/> Religious Organization <input type="checkbox"/> Vessel per Section 24045.10 B&P (\$50.00)	<input type="checkbox"/> Special Temporary License (\$100.00) <input type="checkbox"/> Television Station per Section 24045.2 or 24045.9 B&P <input type="checkbox"/> Non-profit Corporation per Section 24045.4 and 24045.6 B&P <input type="checkbox"/> Person Conducting Estate Wine Sale per Section 24045.8 B&P <input type="checkbox"/> Women's Educational and Charitable Organization per Section 24045.3 B&P <input type="checkbox"/> Other Special Temporary License Per Section: License #: _____ Amount: _____
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SECTION 2. EVENT DETAILS

Event Dates Sunday, April 26, 2026	Total # of Days 1	Hours of Alcoholic Beverage Sales, Service and/or Consumption 12:00PM To 6:00PM	Virtual Event <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Mark Yes, if the event is 100% virtual</i>
Event Address (Street #, Name, and City) 168 N Edwards St, Independence, CA 93526		Event Location Description (Jones Park, Pavilion A, etc.) Inyo Courthouse Exterior	Location Within the City Limit <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Event Type <input type="checkbox"/> Barbeque <input type="checkbox"/> Dinner <input checked="" type="checkbox"/> Sporting Event <input type="checkbox"/> Birthday <input type="checkbox"/> Festival <input type="checkbox"/> Social Gathering <input type="checkbox"/> Concert <input type="checkbox"/> Lunch <input type="checkbox"/> Wedding <input type="checkbox"/> Carnival <input type="checkbox"/> Mixer <input type="checkbox"/> Other: <input type="checkbox"/> Dance <input type="checkbox"/> Picnic		Type of Entertainment N/A	Event Open to Public <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Estimated Attendance 375	Security Guard If Yes, How Many <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 1
			Outdoor Event <input checked="" type="checkbox"/> Yes* <i>*If Yes, a diagram of the event area is required</i> <input type="checkbox"/> No

REQUIRED

By checking this box, you are certifying that you understand the requirements detailed in Business and Professions (B&P) Code Section 25682(c) which state that a nonprofit organization that has obtained a temporary daily license from the department must designate a person(s) to receive RBS training certification prior to the event, and that designated person(s) shall remain onsite for the duration of the event.

SECTION 3. CONTACT INFORMATION

Contact Person Ryan Moore	Phone Number 8185125374	Email Address ryanpmoore@gmail.com
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SECTION 4. SIGNATURES AND APPROVALS

I attest that I am authorized by the organization named above to make this application on its behalf.

Organization's Authorized Representative Name Ryan Moore	Phone Number 818-512-5374	Signature <i>Ryan Moore</i>	Date Signed 03/03/2026
Property Owner Approval By (Name) Required	Phone Number	Signature	Date Signed
Law Enforcement Approval By (Name), If applicable	Phone Number	Signature	Date Signed
District Office Approval By (Name)	Phone Number	ABC Employee Signature	Issuance Date

The above named organization is hereby licensed, pursuant to the California B&P Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the abovenamed location for the period authorized above. B&P Code Section 25682(c) requires that a designated RBS-trained person(s) shall remain on site for the duration of the event. Failure to comply with this requirement will result in immediate cancellation of the permit. **This license may be revoked summarily by the department if, in the opinion of the department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.**



SIERRA CLUB

TOIYABE CHAPTER

265 Thoma St., Reno, NV 89502

sierraclub.org/toiyabe

February 23, 2026

To Whom it Concerns:

On behalf of the Sierra Club Toiyabe Chapter and Range of Light Group, this hereby authorizes Ryan Moore at Agent of Change LLC (Ryan Moore of US Cycling Events LLC) to file for any and all permits which are necessary and pertaining to the Whiskey Tango Fondo event occurring in the Alabama Hills, CA area on and around April 24-April 26, 2026.

The Sierra Club Foundation EIN 94-11533007 is a 501(c)(3) public charity as determined by the IRS and is governed by an independent board of directors. It is the fiscal sponsor of the charitable programs of the Sierra Club, a 501(c)(4) social welfare organization that includes the Toiyabe Chapter and Angeles Chapter.

Sincerely,

A handwritten signature in black ink that reads "Olivia H. Tanager".

Olivia Tanager
Toiyabe Chapter Director
olivia.tanager@sierraclub.org

INDEPENDENCE COUNTY COURTHOUSE
168 N EDWARDS ST. INDEPENDENCE, CA 93526

EXIT

ENTER

SEATING AREA/EVENT SPACE



STAFF

FOOD SERVICE DRINK SERVICE



FENCING

HWY 395 / EDWARDS ST

2026 WTF Courses

Bishop Waste Delivery



Bishop Waste Drop 1



Bishop Waste Drop 2



Bishop Waste Drop 3



Bishop Waste Drop 4



Bishop Waste Drop 5

WTF 50



Start of WTF 50



End of WTF 50



WTF 50

WTF (Whiskey Tango Fondo) 2025



Start of WTF (Whiskey Tango Fondo) 2025



End of WTF (Whiskey Tango Fondo) 2025



WTF (Whiskey Tango Fondo) 2025

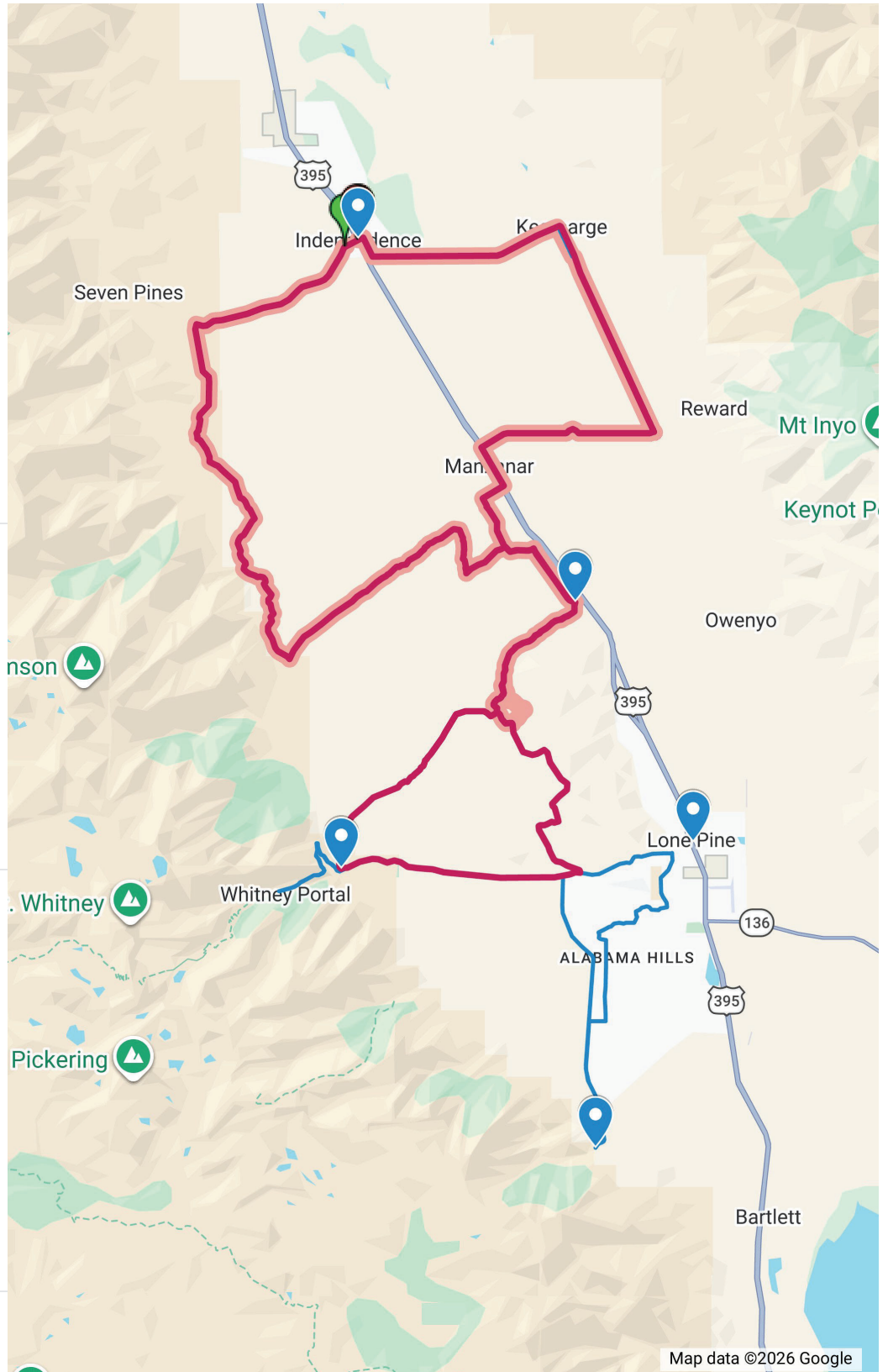
WTF 70



Start of WTF 70



End of WTF 70





WTF 70

**USA Cycling Membership, Assumption of Risk, Release of Liability,
Covenant Not to Sue, and Indemnification Agreement**

PLEASE READ CAREFULLY - THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS

For and in consideration of USA Cycling, Inc. (USAC) allowing me to become a member of USAC or to participate in any USAC-sanctioned, sponsored, licensed, or approved activity, including but not limited to races, rides, competitions, camps, clinics, practices, or incidental activities (individually and collectively, Event(s)) in any capacity (including as a rider, official, coach, mechanic, volunteer, spectator, contractor, or otherwise), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree as follows (and if the member/participant is under the age of 18 (19 in Alabama) (Minor Participant)), I agree to this USA Cycling Membership, Assumption of Risk, Release of Liability, Covenant Not to Sue, and Indemnification Agreement (Agreement) on behalf of myself and such Minor Participant as their parent or legal guardian):

1. Rules, Regulations, and Policies. I agree to be bound and abide by USAC's bylaws, rules, regulations, and policies, including, without limitation, those contained in the USAC Rule Book, Safe Sport Program, Code of Conduct, and Bylaws adopted by USAC and as amended from time to time and published at www.usacycling.org. I further agree to be familiar with and abide by the rules and regulations established for an Event, to be familiar with the Event course, and to participate in a manner that neither endangers myself nor others.

2. Assumption of Risk. I am aware that cycling, cycling-related activities, or participation in an Event involve inherent risks, including but not limited to collision with pedestrians, vehicles, other participants, animals, and fixed or moving objects; participants of varying skill levels; Event conditions; course construction, layout, obstacles and conditions; surface hazards such as gravel or potholes; equipment failure; inadequate safety equipment; use of equipment or materials provided to me by others; those associated with manufactured and natural jumps; sickness or disease (including, without limitation, communicable disease); adverse weather conditions; situations beyond the immediate control of the Event organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers. I fully understand that cycling is an extreme test of a person's physical and mental limits, and my participation in an Event may involve the risk of serious injury (including, without limitation, broken bones, head, or neck injuries), trauma, pain and suffering, permanent disability, paralysis and death, economic loss, property damage or other loss that may result from my actions, inactions or negligence, and also from the actions, inactions or **negligence of others** including, without limitation, any Releasee (as defined in Section 3 below). I acknowledge and understand that the description of the risks listed above is incomplete and that the risks of participating in an Event may be dangerous, whether or not described.

3. Waiver and Release of Liability. I hereby forever **release, waive, and discharge** USAC; the USAC Foundation; the Union Cycliste Internationale (UCI); the United States Olympic and Paralympic Committee (USOPC); USAC Local Associations; USAC Clubs; USAC members; Event participants (including without limitation athletes/riders, coaches, officials, and other personnel); the Event owner, director, licensee, and competition managers; the promoters, sponsors, or advertisers of any Event; the owners, managers, or lessors of any facilities or premises where an Event may be held or who are otherwise connected with an Event; law enforcement agencies and local governments connected with an Event; and all directors, officers, agents, employees, volunteers, vendors, and insurance companies of any of the aforementioned parties (individually and collectively, "Releasees") from **any claims that may arise out of or are related to my participation in an Event, including without limitation claims arising from the negligent acts or omissions of Releasees.**

4. Indemnification. I agree to hold harmless, defend, and indemnify Releasees (that is to, without limitation, defend and pay any judgment and costs, including without limitation investigation costs, court costs, legal fees, and attorney's fees) from any claims arising from my injury, death or loss due to my participation in an Event, including without limitation those arising from the risks assumed by me above in Section 2. **I further agree to hold harmless, defend, and indemnify Releasees** against any claims of others arising from my conduct, acts or omissions during my participation in an Event.

5. Covenant Not to Sue. I shall not sue or make any claim (or participate in any suit or claim) against any Releasees with respect to any released claim or any other matter addressed by this Agreement, including without limitation for injury, damage, death, or any other loss arising from or related to my participation in an Event. I understand that if I sue any Releasees, **Releasees may seek to recover their costs from me, including without limitation legal fees.**

6. Health and Medical Treatment. I represent that I am healthy and in proper physical condition to participate safely in an Event. I acknowledge that it is my responsibility to make such a determination and that I am responsible for my well-being while participating in an Event. I consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in an Event and to the release of my name and medical information by any third party to Releasees and their insurance carriers. I understand and agree that I am solely responsible for all costs related to such medical treatment.

7. Equipment. I accept responsibility for the condition and adequacy of my equipment and any equipment provided by others for my use. I shall wear a helmet that complies with USAC regulations and assume all responsibility for selecting such a helmet.

8. Anti-doping. I agree that I will comply with all anti-doping rules of the World Anti-Doping Agency (WADA), the UCI, the USOPC, including the USOPC National Anti-Doping Policy, and the U.S. Anti-Doping Agency (USADA), including the USADA Protocol for Olympic and Paralympic Movement Testing (USADA Protocol) and all other policies and rules adopted by WADA, the UCI, the USOPC, and USADA. I agree to submit to drug testing by

the UCI and USADA or their designees at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules makes them subject to penalties including, but not limited to, disqualification and suspension. If it is determined that I may have committed a doping violation, I agree to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of the UCI, if applicable or referred by USADA.

9. Use of Information. I understand that USAC may collect or receive my contact information in connection with this Agreement and use and share it to administer it, my membership in USAC, participation in Events, and marketing purposes. I further acknowledge, agree, and consent that (a) USAC and its designees may share this information with third parties who need access to this information to perform services on USAC's behalf, (b) USAC may also share this information with select marketing partners, and (c) USAC and its select marketing partners may use this information to contact me with information and offers believed to be of interest to me.

10. Media Grant. I irrevocably grant and license to USAC, its affiliates and their respective designees the right to capture and use my image, likeness, name, voice, words, biographical information, or other proprietary or public rights or any other identifying characteristics, in any broadcast, telecast, photograph, video, or audio sound recording taken in connection with an Event, without compensation, notice or attribution, for any and all purposes, including without limitation any commercial use (so long as such commercial use does not imply my endorsement of any company, product or service), and in any and all media or manner, whether existing now or in the future. I understand that the foregoing prevents me from bringing any claims for such uses, including, without limitation, claims for invasion of privacy, defamation, or violation of publicity rights.

11. Arbitration. I agree that any dispute, claim, or cause of action regarding the terms of this Agreement, membership in USAC or participation in Events, or any related matters or activities, shall be resolved before a single, private, impartial arbitrator in a confidential, final, and binding individual arbitration held in El Paso County, Colorado, administered by the American Arbitration Association under its Commercial Arbitration Rules, and not in court. There is no judge or jury in arbitration and discovery and appellate options may be more limited than in court. The arbitrator shall apply Colorado substantive law without reference to Colorado's choice of law rules and shall have the power to award any remedies available under applicable law but, to the fullest extent allowed by applicable law, may not award relief to anyone but the individual claimant. Any award cannot be received as evidence in any other case except to enforce the award itself. If, for any reason, a dispute is deemed non-arbitrable, I agree not to pursue the dispute in court as a class or representative action unless applicable law precludes such waivers. This Section 11 is not a substitute for the administration of, or actions or proceedings under or with respect to, the foregoing rules and policies of the third-party organizations described in Section 8 above.

12. Governing Law; Jurisdiction. This Agreement shall be governed by and construed under the laws of Colorado without regard to its choice of law rules. Any legal suit, action, or proceeding arising out of or relating to this Agreement that are non-arbitrable shall be instituted in the state or federal courts located in Denver, Colorado, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

13. Minor Participants. If I am accepting this Agreement on behalf of a Minor Participant, I represent that I am such Minor Participant's parent or legal guardian, I agree, consent to, join in and approve this Agreement on my own behalf and on behalf of such Minor Participant, and I acknowledge and agree that I and the Minor Participant are bound by all the terms of this Agreement. By accepting this Agreement without a parent or legal guardian's acceptance, I represent I am at least 18 years old (19 in Alabama).

14. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or invalidate or render unenforceable any other provision in any other jurisdiction, and such provision shall be modified in such instance to the extent reasonably necessary to make the provision valid, legal and enforceable.

15. Binding Effect. This Agreement shall be binding upon me and my respective successors, assignees, parents, legal guardians, subrogors, heirs, next of kin, legal and personal representatives, and anyone who obtains any rights from or through me.

I have carefully read the preceding and understand its terms. I understand that I am giving up substantial rights, including my right to sue Releasees as set forth above. I acknowledge that I am signing this Agreement freely and voluntarily. I intend my electronic or handwritten signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.

Printed Name

Signature

Date

Date of Birth

Emergency Contact Name

Emergency Contact Number

PARENTAL / LEGAL GUARDIAN CONSENT

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 14, 2026

Reference ID:
2026-245

Connecting Tecopa: Bicycle and Pedestrian Safety Corridor Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Hasib Rasooli, Engineering Assistant

ITEM PRESENTED BY

Justine Kokx, Transportation Planner

RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and Dokken Engineering of Folsom, CA for the provision of phased professional services, including environmental documentation (PAED), preparation of final Plans, Specifications, and Estimates (PS&E), and right-of-way (ROW) support in an amount not to exceed \$1,538,383.23 for the period of May 15, 2026 through June 30, 2029, contingent upon the Board’s approval of future budgets, and the future allocation of awarded funds, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Connecting Tecopa Bicycle and Pedestrian Safety Corridor Project is a multi phase active transportation initiative aimed at improving safety, connectivity, and accessibility between the communities of Tecopa and Tecopa Hot Springs. The existing corridor lacks adequate infrastructure for non-motorized users, including sidewalks, safe bicycle facilities, and controlled pedestrian crossings, resulting in significant safety concerns along Old Spanish Trail Highway and Tecopa Hot Springs Road. The project proposes to address these deficiencies through construction of a Class I multi-use path, Class II bike lanes, ADA-compliant sidewalks, enhanced crosswalks, pedestrian refuge areas, and roadway improvements at key locations such as the Triangle intersection.

The County is seeking to advance the project through phased professional services, including environmental documentation (PAED), preparation of final Plans, Specifications, and Estimates (PS&E), and right-of-way support. These efforts are necessary to bring the project to construction readiness and ensure compliance with applicable state and federal requirements. The project is funded through a combination of Active Transportation Program (ATP) federal funds and State Transportation Improvement Program (STIP) funds, and timely progression is critical to maintaining funding eligibility and advancing this high-priority safety improvement for the Tecopa community.

Inyo County Public Works requested proposals on February 10, 2026, and received three proposals as of the closing date of March 16, 2026. A team of three Public Works staff reviewed the proposals during

the week of March 22, 2026. Dokken Engineering was selected as the preferred consultant to lead the project through the completion of the PS&E phase.

Note: Issuance of the Notice to Proceed (NTP) is contingent upon receipt of funding approval from the California Transportation Commission (CTC), which is currently scheduled for the May 14-15, 2026 CTC meeting. Should there be any delays, the allocation date, and hence the contract start date, would occur following the June 25–26, 2026 CTC meeting. The contract has been executed in OpenGov by the consultant and County staff, and is ready for the Board signature.

FISCAL IMPACT:

Funding Source	Grant Funded Active Transportation Program	Budget Unit	034601/504605
Budgeted?	Yes - additional expenditures and revenues included in 3rd quarter	Object Code	5701 (budget 034601) 5801 (budget 504605) 4499 (budget 504605) 4998 (budget 034601)
Recurrence	On Going Expenditure through FY2028-2029	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$791,000 for the period between 05/15/26 and 06/30/26
Future Fiscal Year Impacts
Up to \$747,383.23 for the period between 07/01/26 and 06/30/29
Additional Information

This contract with Dokken Engineering will include the provision of PAED, ROW, and PS&E phases of the project. Funding for each phase will be allocated sequentially following rules and timelines established by the ATP and STIP guidelines. The contractor for the CON phase will be secured through a future competitive bidding process. The sum of all payments made by the County to Dokken Engineering shall not exceed the amount of \$1,538,383.23. This fee amount includes all optional tasks included in Dokken Engineering's proposal. These optional tasks are to only be performed following written order from the County's designated Project Manager.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to award the contract. If your Board chooses not to award the contract, the project would be delayed and may jeopardize the timely use of allocated funding. Delaying or re-advertising the project could result in increased costs due to market fluctuations and may impact the project schedule and delivery. Public Works does not recommend this action, as the bids received are considered competitive and responsive, and re-advertisement is unlikely to result in more favorable pricing or outcomes.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities Enhanced Transportation Services

APPROVALS:

Hasib Rasooli	Created/Initiated - 03/24/2026
Darcy Israel	Approved - 03/24/2026
Hasib Rasooli	Approved - 03/31/2026
Breanne Nelums	Approved - 03/31/2026
John Vallejo	Approved - 04/01/2026
Cap Aubrey	Approved - 04/02/2026
Amy Shepherd	Approved - 04/03/2026
David Fraser	Final Approval - 04/03/2026

ATTACHMENTS:

1. Connecting Tecopa Bicycle and Pedestrian Safety Corridor

AGREEMENT BETWEEN COUNTY OF INYO

AND Dokken Engineering

FOR THE PROVISION OF **Connecting Tecopa: Bicycle and Pedestrian Safety Corridor**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of Dokken Engineering (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1. Work to be Performed

The Contractor shall furnish to the County, upon its request, those services and work set forth in **Attachment A ("Scope of Work")**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Justine Kokx, whose title is: Senior Transportation Planner. 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 that any minimum amount of services or work will be requested of the Contractor. 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 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.

2. TERM

The term of this Agreement shall be from Friday, May 15, 2026 to Tuesday, December 31, 2030 unless sooner terminated as provided below.

3. CONSIDERATION

- A. Compensation. County shall pay to Contractor in accordance with **Attachment B ("Schedule of Fees")** attached hereto and by reference incorporated herein, for the services and work described in the **Scope of Work** which are performed by Contractor at the County's request.
- B. 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, 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.

C. 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 \$1,538,383.23 (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.

D. Federal and State taxes.

- i. 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.
- ii. 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).
- iii. 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.
- iv. 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.

E. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONTRACTOR'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONTRACTOR be reimbursed for

overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by COUNTY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

- F. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONTRACTOR's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- G. In addition to the allowable incurred costs, COUNTY will pay CONTRACTOR a fixed fee of **\$122,819.68**. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- H. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- I. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- J. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this AGREEMENT.
- K. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- L. CONTRACTOR will be reimbursed promptly according to California Regulations upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of

CONTRACTOR's work. Invoices shall be emailed to COUNTY's Contract Administrator.

- M. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

4. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONTRACTOR agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONTRACTOR also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONTRACTOR to COUNTY.

D. When a CONTRACTOR or SubContractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

5. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in the **Scope of Work** 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.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

- A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in the **Scope of Work** 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 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 the **Scope of Work**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in the **Scope of Work**, 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>.

7. PREVAILING WAGE

A. No CONTRACTOR or Subcontractor may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONTRACTOR shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each CONTRACTOR and Subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours

at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.

c. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or Subcontractor performing the work shall not be marked or obliterated.

5. The CONTRACTOR shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONTRACTOR or Subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

E. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.

F. Penalty

1. The CONTRACTOR and any of its Subcontractors shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the

AGREEMENT by the CONTRACTOR or by its Subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or Subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or Subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or Subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or Subcontractor.

4. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the CONTRACTOR of the project is not liable for the penalties described above unless the CONTRACTOR had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the CONTRACTOR fails to comply with all of the following requirements:

a. The AGREEMENT executed between the CONTRACTOR and the Subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.

c. Upon becoming aware of the Subcontractor's failure to pay the specified prevailing rate of wages to the Subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.

d. Prior to making final payment to the Subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor had paid the specified general prevailing rate of per diem wages to the Subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, COUNTY shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.

6. If COUNTY determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem

wages, the CONTRACTOR shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONTRACTOR shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONTRACTOR or any of its Subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONTRACTOR and any subcontractors under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONTRACTORS and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONTRACTOR and subcontractors are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the AGREEMENT work. The CONTRACTOR is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

8. FEDERAL CONTRACT PROVISIONS

For this section, Contractor and Consultant shall have the same meaning.

A. **REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION:** The CONTRACTOR warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

B. **PROHIBITION OF EXPENDING COUNTY, STATE, OR FEDERAL FUNDS FOR LOBBYING**

1. The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- a. No State, Federal, or COUNTY 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 local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
 3. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

C. DEBARMENT AND SUSPENSION CERTIFICATION

1. The CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - c. Does not have a proposed debarment pending; and
 - d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
2. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered

in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

3. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

D. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: In accordance with Public Contract Code §10296, CONTRACTOR hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

E. During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

1. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
2. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

5. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - b. cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

A. CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant

and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the abovementioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

B. CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - a. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
 3. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

C. CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

9. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. CONTRACTOR, subrecipient (COUNTY), or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the COUNTY shows a contract goal for DBEs. CONTRACTOR shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers. CONTRACTOR shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONTRACTOR’s responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONTRACTOR is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://caltrans.dbesystem.com/>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONTRACTOR purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONTRACTORS who enter into a federally-funded agreement will assist the COUNTY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is _____%. Participation by DBE CONTRACTOR or subcontractors shall be in accordance with information contained in Exhibit 10-O2: Contractor Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.
- C. CONTRACTOR can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONTRACTOR must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONTRACTOR has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. Contract Assurance Under 49 CFR 26.13(b): CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.
1. Withholding monthly progress payments;
 2. Assessing sanctions;
 3. Liquidated damages; and/or
 4. Disqualifying CONTRACTOR from future proposing as non-responsible
- E. Termination and Replacement of DBE Subcontractors
CONTRACTOR shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONTRACTOR or DBE subcontractor obtains the COUNTY's written consent. CONTRACTOR shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Contractor Contract DBE Commitment form.

Termination of DBE Subcontractors

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the COUNTY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.
3. Work requires a Contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The COUNTY determines other documented good cause.

CONTRACTOR must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONTRACTOR's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the COUNTY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONTRACTOR and the COUNTY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONTRACTOR may move forward with the request as if the DBE had agreed to CONTRACTOR's written notice.
3. Submit CONTRACTOR's DBE termination request by written letter to the COUNTY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONTRACTOR's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONTRACTOR's written notice
 - The DBE's response to CONTRACTOR's written notice, if received. If a written response was not provided, provide a statement to that effect.

The COUNTY shall respond in writing to CONTRACTOR's DBE termination request within five (5) business days.

Replacement of DBE Subcontractors

After receiving the COUNTY's written authorization of DBE termination request, CONTRACTOR must obtain the COUNTY's written agreement for DBE replacement. CONTRACTOR must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the COUNTY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - o Description of scope of work and cost proposal
 - o Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - o Revised Exhibit 10-O2: Contractor Contract DBE Commitment
1. If CONTRACTOR has not identified a DBE replacement firm, submits documentation of CONTRACTOR's GFEs to use DBE replacement firms within seven (7) days of COUNTY's authorization to terminate the DBE. CONTRACTOR may request the COUNTY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and or other work CONTRACTOR had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the COUNTY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports CONTRACTOR's GFE

The COUNTY shall respond in writing to CONTRACTOR's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The COUNTY shall request CONTRACTOR to:

1. Notify the COUNTY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

3. Maintain records including:

- Name and business address of each 1st-tier subcontractor
- Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONTRACTOR is a DBE CONTRACTOR, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONTRACTOR in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONTRACTOR in writing of the certification date. CONTRACTOR shall submit the notifications to the COUNTY. On work completion, CONTRACTOR shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the COUNTY within 30 days of contract acceptance.

Upon work completion, CONTRACTOR shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within 90 days of contract acceptance. The COUNTY will withhold \$10,000 until the form is submitted. The COUNTY will release the withhold upon submission of the completed form.

In the COUNTY's reports of DBE participation to Caltrans, the COUNTY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONTRACTOR must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONTRACTOR must provide written notification to the COUNTY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONTRACTOR shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONTRACTOR must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONTRACTOR must submit to the COUNTY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONTRACTOR must notify the COUNTY immediately if they believe the DBE may not be performing a CUF.

The COUNTY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional COUNTY evaluations. The COUNTY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The COUNTY will provide written notice to the CONTRACTOR and the DBE at least two (2) business days prior to any evaluation. The CONTRACTOR and the DBE must participate in the evaluation. Upon completing the evaluation, the COUNTY must share the evaluation results with the CONTRACTOR and the DBE. An evaluation could include items that must be remedied upon receipt. If the COUNTY determines the DBE is not performing a CUF, the CONTRACTOR must suspend performance of the noncompliant work.

CONTRACTOR and DBEs must submit any additional CUF related records and documents within five (5) business days of COUNTY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONTRACTOR and/or the COUNTY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONTRACTOR must immediately suspend performance of the noncompliant portion of the work. COUNTY may deny payment for the noncompliant portion of the work. COUNTY will ask the CONTRACTOR to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONTRACTOR will correct the noncompliance findings for the remaining portion of the DBE's work. COUNTY has five (5) days to review the CAP in conjunction with the CONTRACTOR's review. The CONTRACTOR must implement the CAP within five (5) days of the COUNTY's approval.

The COUNTY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful

function on the Contract, CONTRACTOR may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONTRACTOR's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subcontractor is decertified during the life of the AGREEMENT, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the AGREEMENT, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/Contractor must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

M. For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONTRACTOR must now submit Exhibit 9-P to the COUNTY administering the contract. If the CONTRACTOR does not make any payments to subcontractors, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

10. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are necessary for Contractor to provide the services identified in the **Scope of Work**. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items.

11. MINIMUM INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

11.1. Commercial General Liability (CGL)

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

11.2. Automobile Liability

Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

11.3. 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.

11.4. Professional Liability (Errors and Omissions)

Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

11.5. Broader Coverage

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

11.6. 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.

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

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

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

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

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

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

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

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

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

12. 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 the **Scope of Work**, Contractor has no authority 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 the 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.

13. DEFENSE AND INDEMNITY

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

14. RECORDS AND AUDIT

- A. For the purpose of determining compliance with Gov. Code § 8546.7, the CONTRACTOR, SubContractors, and COUNTY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONTRACTOR's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. COUNTY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONTRACTOR, SubContractors, and the CONTRACTOR's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.
- B. Audit Review Procedures
 1. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by COUNTY'S Chief Financial Officer.
 2. Not later than thirty (30) calendar days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

3. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this AGREEMENT.
4. CONTRACTOR and subContractor AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, COUNTY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
5. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - a. During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI. Accepted rates will be as follows:

- i. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - ii. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - iii. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- b. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
- c. If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
- d. CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COUNTY; and, (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COUNTY and the CONTRACTOR, either as a prime or subContractor, with the same fiscal period ICR.

15. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

The CONTRACTOR's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR §11102.

- A. During the performance of this AGREEMENT, CONTRACTOR and its subcontractors shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex,

gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- B. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- C. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- D. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- E. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- F. The CONTRACTOR, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- G. The CONTRACTOR shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subcontractors.
- H. CONTRACTOR, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONTRACTOR, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing

accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

16. CANCELLATION

- A. 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. Upon termination, County shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. COUNTY may temporarily suspend this AGREEMENT, at no additional cost to COUNTY, provided that CONTRACTOR is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If COUNTY gives such notice of temporary suspension, CONTRACTOR shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this AGREEMENT by CONTRACTOR, and COUNTY may withhold any payments due to CONTRACTOR until such time as the exact amount of damages, if any, due COUNTY from CONTRACTOR is determined.
- D. In the event of termination, CONTRACTOR shall be compensated as provided for in this AGREEMENT. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

17. SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the COUNTY and any Subcontractors, and no subagreement shall relieve the CONTRACTOR of its responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the COUNTY for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its Subcontractors is an independent obligation from the COUNTY's obligation to make payments to the CONTRACTOR.
- B. The CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the COUNTY Contract Administrator, except that which is expressly identified in the CONTRACTOR's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subcontractors unless otherwise noted.

D. CONTRACTOR shall pay its Subcontractors within Fifteen (15) calendar days from receipt of each payment made to the CONTRACTOR by the COUNTY.

E. Any substitution of Subcontractors must be approved in writing by the COUNTY Contract Administrator in advance of assigning work to a substitute Subcontractor.

F. Prompt Progress Payment

CONTRACTOR or subcontractor shall pay to any subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR or subcontractor to a subcontractor, CONTRACTOR or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

G. Prompt Payment of Withheld Funds to Subcontractors

The COUNTY may hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the contract work, and pay retainage to CONTRACTOR based on these acceptances. The COUNTY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONTRACTOR or subcontractor to a subcontractor.

No retainage will be held by the COUNTY from progress payments due to CONTRACTOR. Any retainage kept by CONTRACTOR or by a subcontractor must be paid in full to the earning subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or

nonpayment by CONTRACTOR, deficient subcontract performance, or noncompliance by a subcontractor.

18. DEFAULT

If the Contractor abandons the work, 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 for services and work satisfactorily performed to the date of termination.

19. 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.

20. 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.

21. CONFLICTS

A. During the term of this AGREEMENT, the CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this AGREEMENT or any ensuing COUNTY construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing COUNTY construction project which will follow.

B. CONTRACTOR certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONTRACTOR agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONTRACTOR further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law.

C. The CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONTRACTOR hereby certifies that the CONTRACTOR or subcontractor and any firm affiliated with the CONTRACTOR or subcontractor that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

22. INSPECTION OF WORK

CONTRACTOR and any subcontractor shall permit COUNTY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

23. 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 which, 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.

24. SEVERABILITY

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. FUNDING LIMITATION

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. COUNTY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

E. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-nine (29) (Amendment).

26. CONFIDENTIALITY AND OWNERSHIP OF DATA

A. Confidentiality of Data

1. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONTRACTOR in order to carry out this AGREEMENT, shall be protected by CONTRACTOR from unauthorized use and disclosure.
2. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the AGREEMENT, shall not authorize CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.
3. CONTRACTOR shall not comment publicly to the press or any other media regarding the AGREEMENT or COUNTY's actions on the same, except to COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
4. CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by COUNTY, and receipt of COUNTY'S written permission.
5. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
6. All information related to the construction estimate is confidential, and shall not be disclosed by CONTRACTOR to any entity, other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONTRACTOR pursuant to performance of this Contract are confidential and CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONTRACTOR or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, COUNTY has the right to reimbursement and indemnity from CONTRACTOR for any damages caused by CONTRACTOR releasing the information, including, but not limited to, COUNTY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

B. Ownership of Data

1. It is mutually agreed that all materials prepared by CONTRACTOR under this AGREEMENT shall become the property of COUNTY, and CONTRACTOR shall have no property right therein whatsoever. Immediately upon termination, COUNTY shall be entitled to, and CONTRACTOR shall deliver to COUNTY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONTRACTOR in performing this AGREEMENT which is not CONTRACTOR's privileged information, as defined by law, or CONTRACTOR's personnel information, along with all other property belonging exclusively to COUNTY which is in CONTRACTOR's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by COUNTY.
2. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONTRACTOR hereunder to be work made for hire. CONTRACTOR acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by City.
3. Nothing herein shall constitute or be construed to be any representation by CONTRACTOR that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.
4. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
5. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

27. CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

A. If claims are filed by COUNTY's construction contractor relating to work performed by CONTRACTOR's personnel, and additional information or assistance from CONTRACTOR's personnel is required in order to evaluate or defend against such claims; CONTRACTOR agrees to make its personnel available for consultation with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONTRACTOR's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONTRACTOR's personnel services under this AGREEMENT.

C. Services of CONTRACTOR's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

28. SAFETY

- A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

29. AMENDMENT

This Agreement may be modified by the mutual consent of the parties, 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.

30. NOTICE

Any notice regarding this Agreement 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:

Public Works
168 N EDWARDS ST Independence CA, 93526

Contractor:

Dokken Engineering
110 Blue Ravine Road, Suite 200, Folsom CA 95630

31. 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.

For Inyo County

SIGNATURE

John Vallejo

FULL NAME

DATE SIGNED

County Counsel

TITLE

SIGNATURE

Aaron Holmberg

FULL NAME

DATE SIGNED

Risk Manager

TITLE

SIGNATURE

on behalf of Amy Shepherd

FULL NAME

DATE SIGNED

Auditor-Controller

TITLE

SIGNATURE

Trina Orrill

FULL NAME

DATE SIGNED

Board Chair Person, County of Inyo

TITLE

For Contractor

SIGNATURE

John Klemunes Jr.

FULL NAME

DATE SIGNED

President, Dokken Engineering

TITLE

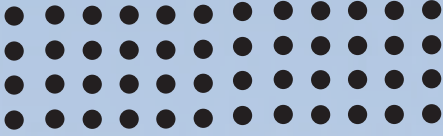
Exhibits List

A - DOKKEN ENGINEERING Connecting Tecopa Proposal

B - DOKKEN ENGINEERING Connecting Tecopa Fee Estimate

Exhibit A

**DOKKEN ENGINEERING Connecting Tecopa
Proposal**



Request for Proposal for
**CONNECTING TECOPA:
 BICYCLE AND PEDESTRIAN
 SAFETY CORRIDOR**



SUBMITTED ON:
 March 16, 2026

SUBMITTED TO:



**Inyo County
 Public Works Department
 168 N. Edwards Street
 Independence, CA 93526**

SUBMITTED BY:



Kris Kofoed, PE, Project Manager
 110 Blue Ravine Road, Suite 200
 Folsom, CA 95630
 (916) 858-0642
 kkofoed@dokkenengineering.com



March 16, 2026

Mr. Michael Errante, Director of Public Works
Inyo County Public Works
168 N. Edwards St.
Independence, CA 93526

RE: Request for Proposal for Connecting Tecopa: Bicycle and Pedestrian Safety Corridor Project

Dear Mr. Errante and Selection Committee:

To support Inyo County's (County) commitment to improving mobility, safety, and community connectivity, the County has prioritized the Connecting Tecopa: Bicycle and Pedestrian Safety Corridor Project, with funding through Cycle 7 of the Active Transportation Program (ATP). The proposed improvements will establish a safe and continuous 2.9 mile transportation connection between Tecopa and Tecopa Hot Springs by providing a separated Class I multi-use path, Class II bike lanes, extension of sidewalks, pedestrian crossings, and traffic calming measures. After reviewing the RFP and available information, Dokken Engineering (Dokken), understands that the County is seeking a qualified engineering team that can deliver a project that improves safety and accessibility and meets the needs of the Tecopa and Tecopa Hot Springs Communities.

Founded in 1986, Dokken is a multi-discipline, professional services firm specializing in all phases of project development, including feasibility studies, preliminary engineering, environmental, final design, and construction management for public agency clients. During the past 39 years, we have developed an exceptional depth of experience and expertise, having engineered and obtained environmental compliance on more than 3,000 infrastructure projects, including more than 2,500 federally funded projects, and have extensive experience with active transportation projects, utility relocations, and Caltrans Local Assistance procedures. Our recent work on the Garden Ave ATP, Elk Grove Sidewalk Infill, Del Rio Trail, SR-99 Corridor Bikeway Facility, and the Gateway Activation Project demonstrate our ability to deliver safe, multimodal transportation projects within constrained corridors and coordinate environmental clearance, right-of-way, and community engagement from inception to construction.

Dokken has a thorough understanding of the project and the needs of the County and has assembled a team with strong assets, talent, and experience to meet those needs. The following provides a summary of the research we have performed with solutions identified throughout our proposal.

- **Experienced Team |** Dokken's proposed Project Manager, Kris Kofoed, PE, has 18 years of experience in the design and construction of public infrastructure projects. He has developed a respected reputation with his clients for providing superior customer service, collaboration, accountability, and attention to detail. He has experience moving projects through the various phases of project development, from preliminary design through construction; most recently assisting Yuba County with their Garden Ave ATP project where he completed design within one year of NTP and under budget. Kris will serve as a trusted extension of County staff, proactively advancing the project forward to fruition. Partnered with Project Engineer, Matthew Sullivan-Madril, PE, and supported by a team of exceptional transportation engineers, environmental planners, right-of-way agents, and geotechnical engineers, Kris's hands-on project management style will allow him to guide the coordination and technical efforts of the project needed to deliver the Connecting Tecopa: Bicycle and Pedestrian Safety Corridor Project. In addition to our extensive project experience, our team has worked together for years on dozens of projects. We collaborate closely every day, enabling constant communication, quick issue resolution, and efficient project delivery.
- **Community Focused Corridor Design |** Dokken understands the primary purpose of this project is to provide residents and visitors with safe, comfortable, and accessible active transportation options. These rural communities include a significant population of older residents as well as traveler's staying and visiting Death Valley National Park and the White Mountains. This makes providing safe walking and bicycling facilities important. Dokken's approach will prioritize early review and refinement of the design that was developed during the preparation of the ATP grant. Involving the community in the design process will



ensure residents feel heard while helping shape gateway monument features that reflect the character and identity of the Tecopa and Tecopa Hot Springs communities.

- **Right-of-Way, Utilities, & Community Context** | Due to the proximity of private parcels and existing overhead utilities along Tecopa Hot Springs Road and Old Spanish Trail Highway, Dokken will emphasize early right-of-way and utility coordination. We will work closely with the County to refine the roadway and Class I trail design to minimize potential property impacts and reduce utility conflicts. Our design approach will also respect established community features such as the shaded gathering space near the “Triangle” intersection to balance improved mobility and preserve the character of the existing community.
- **Industry Leading In-House Environmental Team** | Our established environmental team has been working alongside our engineers for the last 20 years. This collaboration gives our environmental specialists critical understanding of the engineering needs and how to seamlessly incorporate them in the environmental approval and permitting process. We anticipate this project will be completed within property managed by the Bureau of Land Management (BLM); therefore, compliance with both NEPA and CEQA are required. Dokken expects the appropriate level of CEQA documentation will be an IS/MND supported by technical studies. For NEPA compliance, it is anticipated that the BLM will serve as the federal lead agency under a NEPA CE. Should federal ATP funds require Caltrans to serve as the NEPA lead agency, optional tasks for Caltrans NEPA compliance have been included in our scope.
- **Schedule** | The key to maintaining the project schedule is consistent coordination with all project stakeholders such that information is provided in a timely manner, and everyone is functioning with the same understanding regarding project delivery and execution. Dokken will continually monitor and update the schedule to track the progress of the critical path tasks and will prioritize our work effort to ensure key milestones are met. The schedule included in our proposal shows completion of environmental clearance, right of way acquisition, and design in under twenty-six (26) months from notice to proceed; meeting the timelines provided in the County’s ATP grant application. Adhering to this schedule is essential to the project’s success and to delivering the safety and accessibility improvements the County has worked diligently to secure for these two communities.

Recognizing the urgency of these improvements, Dokken has also explored opportunities to accelerate the project schedule, saving the County both time and money. One effective strategy is to advance directly from conceptual alignments to the 65% design phase. This approach shortens the schedule by approximately three months and reduces overall design costs. It is fully acceptable to Caltrans, and Dokken has successfully implemented this method on numerous ATP projects throughout the state.

Dokken has reviewed and acknowledges Addendums 1 through 6 released during this procurement. As President of Dokken Engineering, I am committed to providing the County with every resource necessary to deliver this project efficiently. Should you have any questions about our submittal, project approach, or proposed solutions to deliver your project, please do not hesitate to contact myself or our Project Manager, Mr. Kris Kofoed, PE, at the contact information provided below. Dokken’s mission is to provide superior service. We strive to be responsive and flexible to our clients, which results in projects being delivered on time and within budget. We aim to prove these core values to the County over the course of this contract and look forward to beginning a collaborative relationship with you and your staff.

Sincerely,

DOKKEN ENGINEERING

John A. Klemunes Jr., PE

President

(916) 858-0642

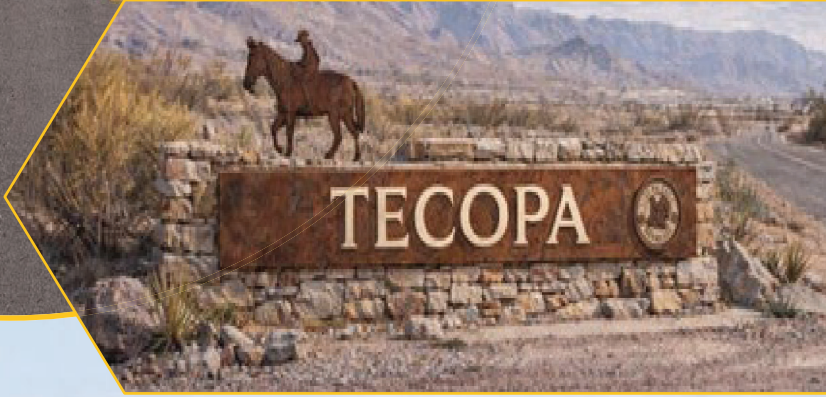
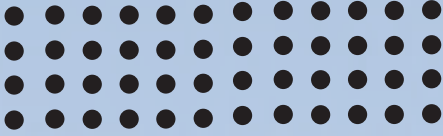
jklemunes@dokkenengineering.com

Kris Kofoed, PE

Project Manager

(916) 858-0642

kkfoed@dokkenengineering.com



SCOPE OF SERVICES TO BE PROVIDED



1. Scope of Services to be Provided

TASK 1 PROJECT MANAGEMENT

TASK 1.1 PROJECT MEETINGS

DOKKEN will organize, attend, and facilitate meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. For each meeting, DOKKEN will provide meeting notices, prepare meeting materials and agenda, attend, and facilitate the meeting and prepare meeting minutes. DOKKEN will consult with the County's project manager prior to each meeting to get input regarding the agenda. The following meetings are anticipated for this project:

- **Kickoff Meeting:** At the start of the project, DOKKEN will organize a kickoff meeting with all key personnel on the project. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and responsibilities, identify critical project issues, and obtain consensus on task durations, particularly reviews. The kickoff meeting will ensure that everyone on the project team is on the same page regarding project delivery and execution.
- **PDT Meetings:** The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include DOKKEN's Project Manager, DOKKEN task leads as needed, County staff, and other stakeholders as necessary.
- **Technical Coordination Meetings:** DOKKEN will coordinate technical issues with the County through meetings and correspondence.

***Deliverables:** Meeting Notices, Agendas, Exhibits, and Minutes*

TASK 1.2 MONTHLY PROGRESS REPORTS

DOKKEN will prepare Progress Reports to record the progress of the project and as supporting data for invoices presented monthly to the County. The Progress Report will include accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions, and schedule completion target dates. DOKKEN will include Progress Reports with the monthly invoices.

***Deliverables:** Monthly Progress Reports, Monthly Invoice*

TASK 1.3 PROGRESS SCHEDULE

DOKKEN will, within 2 weeks of Notice to Proceed, provide a detailed, project baseline schedule to the County for review and comment. The schedule will be prepared using Microsoft Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks and responsibility assignments. After establishing the baseline schedule, DOKKEN will update the schedule on a monthly basis.

***Deliverables:** Project Schedule*

TASK 1.4 PROJECT ADMINISTRATION

DOKKEN will monitor and control the effort and progress of the proposed services as follows:

- Set up project accounting system: DOKKEN will structure the accounting system in accordance with the County's invoicing and tracking needs.
- Prepare Subconsultant agreements: DOKKEN will execute contracts with the proposed subconsultants for the scope of services described herein.
- Monitor Subconsultant progress and review/approve invoices: DOKKEN will track the work progress of the proposed subconsultants and review their invoices for format and content compliance.

***Deliverables:** Project Accounting System, Subconsultant Agreements*

TASK 1.5 QUALITY CONTROL

DOKKEN will have a quality control plan in effect during the entire course of the project and will develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans will also be checked, corrected, and backchecked for accuracy and completeness. DOKKEN will review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with current standards.

***Deliverables:** Quality Control Plan*



PHASE 1 – PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT

TASK 2 SURVEYS, MAPPING, AND RIGHT OF WAY

TASK 2.1 TOPOGRAPHIC MAPPING AND SURVEY CONTROL

UNICO will base its survey on agency approved State Plane Coordinates, which are assumed to be NAD83 Horizontal and NAVD88 Vertical Datums. Control research will be conducted to tie the survey and mapping services for this project into the desired control. Field surveys, GPS measurements and level loops will be conducted to process and adjust main control points to be used for the project. A project control report will be prepared which will include the primary horizontal and vertical control. Control report will include northings, eastings, elevations, basis of bearing, datum and utilized benchmarks.

UNICO will facilitate the delivery of an overall photogrammetric aerial map and orthophotography of the project area. UNICO will set all necessary aerial control panels at locations and frequency adequate to meet Caltrans and National Mapping Accuracy Standards of 1" = 50' scale mapping with 1' contour intervals based on the approved mapping limits. The aerial photogrammetric mapping will be in accordance with Caltrans aerial photogrammetric standards and will be approved and processed in 3 stages, A, B and C (A B C Process). The limits will cover an approximately 200-foot-wide strip centered on the roadways. Aerial based topographic mapping will show all visible surface features, improvements, 1' contours, DTM ground surface and spot elevations within the mapping limits. Color photo background imagery will be provided. The imagery will be adjusted using ortho-correction within the mapping limits, and simple rectification within the ground control limits.

Deliverables: Control Report, CAD Base File, Point Files, Ortho-Rectified Image

TASK 2.2 RIGHT OF WAY BASE MAPPING

UNICO will request from County current Right of Way Maps and Monument Maps along the project corridor. UNICO will request additional mapping and documentation from County to aid in the mapping of the right of way and approximately nineteen (19) adjoining properties along the project alignment. A right of way base map will be prepared to assist with searching for monuments and right of way boundaries. GPS and conventional surveys will be performed to locate right of way monuments, pins and other boundary markers necessary to resolve and map the right of way. An overall right of way base map in AutoCAD will be prepared as the basis of the right of way limits.

Deliverables: Right of Way Base Map

TASK 3 ENGINEERING STUDIES

TASK 3.1 DATA COLLECTION/FIELD INVESTIGATIONS

DOKKEN will obtain and review available data related to the project from the County and other stakeholders. Existing data includes, but is not limited to as-built plans, previous engineering, existing utility information, existing right of way mapping, etc.

A site visit, by all members of the team shall be conducted to obtain information on current conditions, constraints, and potential solutions.

Deliverables: Field Notes and Digital Photos

TASK 3.2 GEOTECHNICAL INVESTIGATIONS, LABORATORY TESTING, AND REPORT

EMI will drill a total of four (4) 40-foot deep borings, one on each side of the two drainage culverts crossing Tecopa Hot Springs Road, and eighteen (18) shallow borings (<5 feet) within the project limits. The shallow borings will utilize a hand auger, while the 40-foot deep boreholes will be excavated using a truck-mounted or track-mounted drilling rig. All borings will be performed outside of the existing roadway.

EMI will prepare a boring location plan, and this plan will be used to secure an encroachment permit from the County.

EMI will collect soil samples for laboratory testing, including bulk samples of near-surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the EMI laboratory.

Field logs of the boreholes will be reviewed to select representative soil samples for laboratory testing. Various laboratory tests will be performed on soil samples to determine or derive their physical and engineering characteristics. Anticipated laboratory tests include: in-situ density and moisture content, grain size, Atterberg Limits, direct shear, UU triaxial, R-value,



and soil corrosion tests. Laboratory tests will be conducted in general accordance with ASTM International (ASTM) or California Test methods.

Results obtained from the field investigation and laboratory testing will be used to characterize subsurface soils and conditions and create idealized soil profiles for design purpose. The following analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration based on the Caltrans design criteria for the retaining wall design.
- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for two culverts.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural section in accordance with the Caltrans method.

EMI will prepare a Geotechnical Report to provide all the geotechnical design and construction recommendations for the project. The Geotechnical Report will include recommendations for culverts and pavement structural sections. EMI will address any comments resulting from the County's review and prepare a final Geotechnical Report.

***Deliverables:** Draft and Final Geotechnical Report*

TASK 3.3 DRAINAGE STUDY

DOKKEN will evaluate and analyze the watershed to develop a hydrologic analysis for the project based on topography, watershed, and other available data. All channels and culverts will be analyzed for hydraulic characteristics as needed to design the culvert widenings including water surface elevation, velocity, and other parameters needed for design. The analysis and recommendations will be summarized in a technical memorandum.

***Deliverables:** Hydrologic and Hydraulic Memorandum*

TASK 3.4 UTILITY COORDINATION

TASK 3.4.1 UTILITY MAPPING

DOKKEN will perform a utility search for available as-built plans for the project area. DOKKEN will research records for both public and franchise utilities and will plot the location of all existing facilities. DOKKEN will include preparation of a database of utility records indicating the type of utility, owner, drawing number, and other vital information. The identified utility companies will be sent a letter on County's letterhead requesting information regarding existing and proposed utilities. Using the information obtained, DOKKEN will prepare a utility base map.

***Deliverables:** Utility Base Map, Database and Letters*

TASK 3.4.2 UTILITY VERIFICATION/POTHOLING

DOKKEN will review the utility base map in light of the proposed improvements, field verify the information provided by the utility companies, and evaluate the extent of any potential utility conflicts. As part of the 30% plans DOKKEN will prepare potholing plans to identify key locations requiring potholing. DOKKEN will arrange to perform up to 8 potholes to establish the horizontal and vertical location of critical underground utility lines.

***Deliverables:** Utility Pothole Report*

TASK 4 PRELIMINARY DESIGN

TASK 4.1 REFINE/EVALUATE CONCEPTUAL ALIGNMENTS

DOKKEN will review and develop up to four (4) project alternatives based on aerial topo mapping. Project alternatives will take into account utility corridors (overhead and underground), existing parcel information, environmental constraints, and input from the County. These alternatives will be used as the basis for the initial community meeting. Based on community input, the alternatives will be narrowed down and refined to meet the project needs. A preferred alternative will be selected that will serve to establish the project footprint for the subsequent environmental studies.

***Deliverables:** Alternative Alignment Exhibits*

TASK 4.2 CONCEPTUAL COST ESTIMATES

DOKKEN will develop preliminary engineer's estimates for each alternative and will utilize historical construction costs for similar projects.

***Deliverables:** Preliminary Cost Estimates*



TASK 4.3 RENDERINGS

DOKKEN will prepare up to four (4) digital renderings and/or fly-by videos of the project corridor to assist with the visualization of the post project condition.

Deliverables: Renderings and/or Fly-By's

TASK 4.4 35% PRELIMINARY DESIGN

DOKKEN will prepare 35% preliminary plans for the project. The intent of the 35% plans is to gain consensus on project components and plan format. DOKKEN will submit the 35% plans to the County for comments. The following plan sheets will be included in this submittal:

- Title Sheet
- Typical Cross Sections
- Combined Plan/Profile
- Utility
- Drainage
- Pavement Delineation

DOKKEN will prepare an Engineers Estimate of construction costs, based on approximated quantity takeoffs and current unit prices. A reasonable upward adjustment will be applied to all bid quantities that may vary during construction to allow for any necessary design adjustments. Quantities for all contract items, including cost of lump sum items, will be substantiated by calculations.

Deliverables: 35% Plans and Estimate

TASK 5 ENVIRONMENTAL SERVICES

TASK 5.1 ENVIRONMENTAL COORDINATION AND MANAGEMENT

DOKKEN's environmental team will coordinate with the County regarding any necessary documentation to obtain approvals for pedestrian surveys and gain concurrence on the necessary documentations for technical memorandums and environmental documentation. The technical memorandums will be peer reviewed for quality control.

TASK 5.2 BIOLOGICAL RESOURCES TECHNICAL REPORT

DOKKEN will prepare a biological resources technical report, which will consist of literature research and fieldwork. Literature under review will include federal and State lists of sensitive species and current database records, including the California Natural Diversity Data Base (California Department of Fish and Wildlife, 2023) and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California (California Native Plant Society, 2023). DOKKEN's biologists will conduct fieldwork in order to document the presence/absence of sensitive biological resources (e.g., species or habitats). The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped and documented within the biological resources technical report. The report will be written to fulfill the requirements of a Biological Assessment-level of analysis, and be used to support the CEQA/NEPA environmental document, regulatory permitting, and Section 7 consultation (if required).

Deliverable: Biological Resources Technical Report

TASK 5.3 AMARGOSA VOLE SURVEY

The Amargosa vole has potential to occur in the project vicinity; there are currently no set protocol-level surveys from CDFW or USFWS. A habitat assessment will first be prepared to determine if trapping surveys are necessary to determine presence of the Amargosa vole. During the habitat assessment, the Project site was evaluated for habitat conditions potentially suitable for Amargosa vole. Locations with suitable habitat or sign will be marked with a global positioning system (GPS) receiver, and identified for subsequent trap placement. If suitable habitat is identified within or immediately adjacent to Project impact areas, trapping will be conducted immediately following the habitat assessment. The trapping survey will be conducted over one trapping session consisting of five consecutive nights of trapping. Traps will be placed in meandering lines throughout suitable habitat within the proposed impact areas. Following the habitat assessment and trapping surveys, a report will be prepared that documents the results of the trapping effort. The report also will include a discussion of trapping methods, a figure showing trap locations and, if applicable, Amargosa vole capture locations, and representative photographs.

Deliverable: Amargosa Vole Habitat Assessment and Survey Findings Memorandum



TASK 5.4 CULTURAL RESOURCES INVENTORY REPORT

DOKKEN will conduct cultural resource identification efforts, which include obtaining a records search through the California Historical Resources Information System (CHRIS), reviewing historic map and archival information, conducting a field survey, and delineating a cultural Area of Potential Effects (APE). DOKKEN will also assist the County with Native American consultation required under CEQA. This involves preparing project notification letters for County of Inyo signature, sending out signed letters via email and/or mail, attending requested virtual and field meetings, providing recommendations regarding requested avoidance/minimization measures, and providing recommendations regarding requests for presence/absence testing. Three virtual meetings and one field meeting are included in this task. These efforts will be documented in a Cultural Resources Inventory Report (CRIR) formatted for the BLM and provided to the County for review and comment. Once approved, the CRIR will be provided to the BLM for review and comment and approval. BLM will then consult with the State Historic Preservation Officer (SHPO) to complete Section 106 of the National Historic Preservation Act (NHPA) compliance. It is anticipated that the BLM will conduct their own NHPA Section 106 Native American consultation. Further, the recordation and NHPA Section 106 evaluation of up to six historic-era architectural resources are included in this scope. It is anticipated that no archaeological resources requiring recordation or evaluation are within the Project's APE and it is also anticipated that the Project would have no adverse effect to any historic properties. Four rounds of revisions are included in this task to account for County, BLM, and SHPO reviews.

Please note that CRIR will not include inventory or evaluation of the Old Spanish National Historic Trail – which is separate from the Old Spanish National Highway, nor preparation of a Bureau of Land Management (BLM) National Historic Trail (NHT) Inventory and Assessment Report under the National Trails System Act (NTSA) of 1968.

Further, while DOKKEN holds a valid statewide Cultural Resource Use Permit (CRUP) with the BLM, DOKKEN cultural staff will need to obtain a Project specific Fieldwork Authorization from the BLM Barstow Field Office. DOKKEN will complete and submit the required form with supporting documentation to the BLM cultural staff at the field office. Once the fieldwork authorization is issued, cultural surveys within BLM owned land can commence.

***Deliverables:** Cultural Resources Inventory Report (BLM Formatted); CEQA Native American Initial Project Notification Letters; BLM Fieldwork Authorization*

TASK 5.5 HAZARDOUS WASTE MEMORANDUM

DOKKEN will prepare an ISA memorandum to document the potential for hazardous waste within the project area. The ISA memorandum will require a regulatory records search of known hazardous waste sites and a field visit to verify the potential presence of hazardous materials or waste, such as those related to overhead utilities or transformers, as well as a review of regulatory agency records. The results of the records search and site visit will document any potential hazardous materials and if necessary, recommendations to avoid or minimize exposure during construction.

***Deliverable:** Hazardous Waste Memorandum*

TASK 5.6 CEQA IS/MND DRAFT

DOKKEN will incorporate the purpose and need/project description and the technical studies into the draft document. Based upon available data, DOKKEN will prepare an Initial Study with Mitigated Negative Declaration (IS/MND) identifying and evaluating environmental impacts based on thresholds of significance under CEQA. The environmental document will determine if the project has any significant adverse effects on the environment, identify potential mitigation measures for such impacts, and determine if the mitigation measures reduce all impacts below a level of significance.

***Deliverable:** CEQA Draft IS/MND*

TASK 5.7 CEQA IS/MND CIRCULATION

Once the Draft IS/MND has been approved by the County, it will be circulated for public review for a period of 30 days. DOKKEN will coordinate the preparation of the distribution list with the County. Pursuant to CEQA requirements, DOKKEN will prepare a Notice of Availability for the Draft IS/MND. This notice, along with the draft environmental document and technical studies, will be made available at the County offices, the Public Library, and electronically during a 30-day public circulation and review period. In addition, the document will be distributed to other reviewing government agencies through the California State Clearinghouse.

***Deliverable:** Notice of Availability*

TASK 5.8 CEQA IS/MND FINAL

Following public review of the Draft IS/MND, a final environmental document will be prepared by DOKKEN. Prior to action on the Final IS/MND, DOKKEN will assist the County to prepare appropriate findings and the Administrative Record. To



complete the CEQA process, DOKKEN will file a Notice of Determination (NOD) with the County Recorder's Office within 5 days of approval of the MND (pursuant to CEQA guidelines). It is assumed the County will pay the CDFW Filing Fee for the NOD.

***Deliverable:** CEQA Final IS/MND and Notice of Determination*

TASK 5.9 NEPA CATEGORICAL EXCLUSION

The project is anticipated to qualify for a Categorical Exclusion (CE) under the National Environmental Policy Act (NEPA) with the Bureau of Land Management (BLM) acting as the NEPA Lead Agency. DOKKEN will provide all documentation and information for BLM to prepare the necessary environmental document, or assist in preparation of the NEPA CE.

***Deliverable:** NEPA Categorical Exclusion*

OPTIONAL TASKS

If the Project's ATP funding is confirmed to be sourced from federal funding and Caltrans is involved as a federal nexus, the following tasks are included as OPTIONAL:

TASK 5.10 CALTRANS PES FORM (OPTIONAL)

DOKKEN will prepare a Caltrans formatted draft and final PES which will detail the anticipated project description, environmental studies, and anticipated NEPA document level. DOKKEN will address all requested edits to the PES from both Caltrans District 9 and County staff until signed.

***Deliverable:** Caltrans PES Form*

TASK 5.11 NATURAL ENVIRONMENT STUDY (OPTIONAL)

DOKKEN will convert the Biological Resources Technical Report into a Natural Environment Study in accordance with the Caltrans approval format. This study will include a description of the field methods used and the results of the biological assessment of the project area. It is assumed that if Section 7 consultation is required, it will be conducted using the Biological Resources Technical Report and consultation will be conducted through BLM.

***Deliverable:** Natural Environment Study*

TASK 5.12 PHASE 1 INITIAL SITE ASSESSMENT (OPTIONAL)

If a Phase I ISA is required by the Caltrans PES Form, DOKKEN will update the Hazardous Waste Memorandum to comply with Caltrans requirements for a Hazardous Waste ISA to identify all documented hazardous waste sites located within the project study area.

***Deliverable:** Phase I Initial Site Assessment*

TASK 5.13 VISUAL IMPACT ANALYSIS MEMORANDUM (OPTIONAL)

DOKKEN will prepare a visual impact assessment following the methodology and protocol developed by FHWA and adopted by Caltrans and will include a discussion of the methodology, terms, and thresholds for significance; an overview of applicable local, state, and federal policies and guidelines regarding visual resources (including the general plan and state scenic highway guidelines); a description of the regional visual character and area-specific landscape view shed units (which comprise the baseline conditions for assessing aesthetic impacts); a characterization of viewer groups and their responses to changes in views; and an impact analysis.

***Deliverable:** VIA Memorandum*

TASK 5.14 WATER QUALITY TECHNICAL MEMORANDUM (OPTIONAL)

DOKKEN will prepare a Water Quality Technical Memorandum to address the potential for project impacts on water quality based on current Caltrans guidelines (Environmental Handbook Volume 1, Chapter 9, Water Quality). The report will discuss the drainages within the project area and the receiving waters conditions, objectives, and beneficial uses as well as Caltrans standard best management practices (BMPs) and project design features required in accordance with the current Caltrans Statewide Storm Water Management Plan. In accordance with the National Pollution Discharge Elimination System (NPDES) General Construction Activity Stormwater Discharge Permit, applicable requirements will be identified. BMPs specified in Caltrans' Storm Water Quality Handbook - Planning and Design Guide, will be identified for water quality impacts that may occur during construction.

***Deliverable:** Water Quality Technical Memorandum*



TASK 5.15 SECTION 4(F) EVALUATION (OPTIONAL)

Features in the project vicinity may be considered a “historic site” for the purposes of Section 4(f) of the Department of Transportation Act of 1966, and it is anticipated that the project will require a Section 4(f) Evaluation. DOKKEN will prepare a Section 4(f) analysis in accordance with FHWA and Caltrans guidelines to assess the impacts to potential Section 4(f) resources. It is anticipated this will be a Section 4(f) Exception letter to document that the project is a recreational facility and no use of the Section 4(f) property will occur. The Exception letter will need to be signed by the County and will utilize SHPO’s concurrence for approval.

Deliverable: Section 4(f) Evaluation

TASK 5.16 CALTRANS CULTURAL DOCUMENTS (OPTIONAL)

If the Caltrans PES form does not identify the proposed project activities as exempt from Section 106 of the National Historic Preservation Act (NHPA) compliance, DOKKEN will work with Caltrans cultural staff and BLM cultural staff to designate Caltrans as the Section 106 of the National Historic Preservation Act (NHPA) lead agency. Once this is completed, DOKKEN will prepare a Caltrans formatted Historic Property Survey Report (HPSR), Archaeological Survey Report (ASR), and Historical Resources Evaluation Report (HRER) (prepared by subconsultant JRP Historical Consulting) utilizing the cultural resource identification and evaluation efforts detailed in **Task 5.4 CRIR**, including the assumptions regarding recordation/evaluation of up to six historic-era architectural resources and no recordation/evaluation of archaeological resources. DOKKEN will assist Caltrans and the County with preparation of NHPA Section 106 Native American consultation, which will involve drafting notification letters on County or Caltrans letterhead, email/mailling out letters, and assisting with meetings, follow up notifications, and recommendations regarding requested measures. The HPSR, ASR, and HRER will be provided to the County for review and comment. After addressing edits, the documents will be provided to Caltrans for review, comment, and approval. Following Caltrans approval of the documents, Caltrans will submit the documents to the State Historic Preservation Officer (SHPO).

Should the HRER find that a historic-era cultural resource is eligible for the National Register of Historic Places and should the SHPO concur with this determination, JRP Historical Consulting will prepare a Caltrans formatted Finding of Effect (FOE) to assess the proposed undertaking’s effects on historic properties. It is anticipated that the FOE will find that the Project will have no adverse effect to any historic properties. The FOE will be provided to the County for review and comment. After addressing edits, the document will be provided to Caltrans for review, comment, and approval. Following Caltrans approval of the FOE, Caltrans will submit the FOE to the SHPO.

Four rounds of revisions for each document (HPSR, ASR, HRER, FOE) are included in this task to account for County, Caltrans, and SHPO reviews.

Deliverables: HPSR, ASR, HRER, FOE

TASK 6 COMMUNITY ENGAGEMENT

TASK 6.1 STAKEHOLDER DATABASE

DOKKEN and LSC will research and build on existing stakeholder databases to uncover key stakeholders including community leaders, interested residents, businesses, emergency services personnel, pertinent landowners, and regional stakeholders. DOKKEN and LSC will collaborate with the County Chief Information Office and other staff and provide the database for County review and approval.

Deliverables: Stakeholder Database

TASK 6.2 EXHIBITS

To communicate the design and intent of the project to the public, DOKKEN will prepare exhibits to support the community meetings and collateral materials. The exhibits will vary in size from 11”x17” to large strip maps and will generally be printed in color.

Deliverables: Meeting Exhibits

TASK 6.3 COMMUNITY MEETINGS

DOKKEN and LSC will coordinate and facilitate up to three (3) community meetings to involve interested stakeholders and the public about the project and provide opportunities for public input. For this task, DOKKEN and LSC will:

- Coordinate details for public meetings (location, time, date, logistics, materials, etc.)
- Notice meetings through a variety of avenues, including email, phone calls, and physical flyers, where feasible
- Engage stakeholders, community members and elected officials and/or their staff to attend



- Update sign-in sheet and comment cards and add participants to project database
- Develop meeting materials
- Develop meeting recaps
- Facilitate meeting (depending on format)

Deliverables: Exhibits, Meeting Materials, Meeting Summary

PHASE 2 – RIGHT OF WAY ENGINEERING AND ACQUISITION SUPPORT

TASK 7 RIGHT OF WAY

TASK 7.1 RIGHT OF WAY MANAGEMENT AND COORDINATION SERVICES

To eliminate any unforeseen issues, DOKKEN's team works closely with Caltrans or applicable funding sources to ensure all changes regarding certification, documentation, and procedures are implemented. DOKKEN ensures that all the current documentation and procedures are used for all right of way efforts for local public County projects. DOKKEN's Right of Way team will do the following once a task is assigned:

- Review title reports and implement solutions for items that may affect title or cause a delay in escrow;
- Provide all gathered information to the appraiser and attain a detailed timeline to complete the assigned task;
- Monitor progress and provide any additional information to the designated appraiser;
- Review all reports supplied by the appraiser for quality assurance;
- Provide draft reports to the review appraiser for final review and recommendations;
- Prepare draft acquisition documentation for County review and approval;
- Provide final appraisal report, appraisal review, and acquisition documentation to the County for final review;
- Prepare staff reports for approval of just compensation;
- Make offers in person to each property owner;
- Attain executed acquisition documentation from each affected property owner;
- Provide possession documentation in lieu of purchase contracts;
- Deliver fully executed documentation to escrow/title officers to close escrow and provide title insurance;
- Coordinate the close of escrow and provide original copies of acquisition files to the County;
- Provide the County with original acquisition files.

Deliverables: Coordination and transmittal of all project data and files

TASK 7.2 PROJECT UPDATE AND INTRODUCTORY LETTER

In adherence to the project schedule and the upcoming transition into the right of way phase, five (5) notification letters will be prepared and delivered for five (5) affected parcels. These letters will inform the respective property owners of the status of the project and provide recent updates. Additionally, the notification letter will serve to introduce DOKKEN as the designated right of way team and notify the property owners that the right of way phase will commence shortly.

Deliverables: Five (5) Project Update and Introductory Letters

TASK 7.3 PROJECT TRACKING TABLE

As a component of effective project management and in an effort to keep the project on schedule and the County current with acquisition data, a project tracking table will be created. DOKKEN's right of way manager will maintain the project tracking table and ensure that it is sent to the County on the regularly requested schedule. This table will outline milestones and supply completion dates, comments and any additional information the County may request.

Deliverables: Project Tracking Table

TASK 7.4 ORDER TITLE REPORTS/TITLE RESEARCH

DOKKEN will obtain five (5) preliminary title reports for five (5) affected parcels. DOKKEN's right of way team will perform all necessary research for each parcel being acquired. Agents may resolve or oversee resolution of problems relating to unusual circumstances with regard to title or ownership and uncover any flaws, noting any exceptions pertaining to property such as mortgage liens, restrictions, easements and rights of way.

Deliverables: Five (5) Preliminary Title Reports

TASK 7.5 PLAT AND LEGAL DESCRIPTIONS

UNICO will prepare plats and legal descriptions as needed for the project. UNICO will prepare plats and legal descriptions for fee acquisition and temporary construction easement (TCE) at 5 potential impacted properties. UNICO will prepare



preliminary plats, legal descriptions and closure calculations for review. Upon approval, UNICO will prepare final signed and stamped plats and legal descriptions. For this proposal, it is assumed a total of nine (9) plats and legal descriptions will be required.

***Deliverables:** Plats and Legal Descriptions*

TASK 7.6 APPRAISAL PROCESS

Five (5) appraisals will be completed for five (5) affected parcels by a Certified General Real Estate Appraiser. Notice of intent to appraise letters along with acquisition policy brochures will be provided to all impacted property owners. Appraisals will be arranged so that the property owner may accompany the appraiser during the inspection of the property. This allows the property owner the opportunity to provide additional information to the appraiser.

All appraisals will be prepared by an appraiser licensed with the State of California and will comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice 49 CFR 24.2(a)(3). Appraisals will include a summary and a complete analysis for all valuation conclusions. Documentation obtained during the inspection, such as pictures, will be included in each report. Title information pertaining to ownership, drawings, and information relative to the parcel will be reviewed by the appraiser.

***Deliverables:** Five (5) Appraisal Reports*

TASK 7.7 OBTAIN APPRAISAL REVIEW REPORTS

Five (5) appraisal reviews will be completed for five (5) affected parcels by a Certified General Real Estate Appraiser. Upon acceptance and approval of the property appraisals, an independent appraisal review will be completed by DOKKEN's subconsultant. The review includes inspecting sales to determine comparability, reviewing appraisal for conformance to Uniform Standards of Professional Appraisal Practice, reviewing "highest and best use" conclusions, examining valuation methods, analyzing exhibits, checking mathematical calculations, and preparing a narrative report that describes the review process and sets forth the reasoning behind the review. An appraisal review is recommended to ensure that the appraisal is based on sound appraisal theory, contains appropriate documentation to support the appraisers' conclusions and complies with regulatory codes. A recommendation of just compensation is then made based on the reviewed, collected, assembled, correlated, and analyzed data.

***Deliverables:** Five (5) Appraisal Review Reports*

TASK 7.8 NEGOTIATE FOR RIGHT OF WAY

All "Good Faith Negotiations" will be completed by DOKKEN's Right of Way Team for four (4) parcels. After completion of the appraisal process and just compensation determination, DOKKEN will prepare offer packages and meet with all owners in person to present and explain the offer package details. The offer package will include the offer letter, written summary of just compensation with supporting appraisal information, property owner exhibit showing property map with right of way take locations, Title VI information, and "Your Property – Your Transportation Project" booklet. DOKKEN will negotiate with the property owner to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds, Easement Deeds, and Temporary Construction Easement Deeds. DOKKEN will obtain receipt of delivery of offer and/or present and secure tenant information statements, as applicable, during the initial meeting.

DOKKEN will work closely with the County to aid in the recommendation of the appropriate course of action with regard to the various acquisitions with property owners requesting additional compensation and/or services beyond the initial offer package. Recommended settlement packages with justifications and impasse letters will be provided to the County for review. Working with the property owners to agreeable terms will be DOKKEN's focus. There may be situations where condemnation is unavoidable, such as clouds in the title. In the event the County will need to attain property through the condemnation process, DOKKEN will assist in the preparation of all necessary condemnation reports, letters, and packages.

DOKKEN's Right of Way Agents hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

***Deliverables:** Right of Way Agreements, Grant and Easement Deeds, Administrative Settlements, Diaries, Written Summaries of Acquisitions, Impasse Letters*

TASK 7.9 BUREAU OF LAND MANAGEMENT PARCEL

It is anticipated that one parcel within the project area is owned by the Bureau of Land Management (BLM). Dokken will coordinate directly with BLM to obtain all required temporary rights for the project. As part of this effort, Dokken will prepare and submit all necessary supporting documentation and will work closely with the agency throughout the review process



until the temporary rights are granted.

***Deliverables:** Coordination with Bureau of Land Management*

TASK 7.10 ESCROW DOCUMENTATION

Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, DOKKEN will be available to assist the County in opening escrow for five (5) parcels. DOKKEN will supply fully executed agreements along with other supporting information to escrow in order to close each transaction. DOKKEN will work closely with the County to assist in the timely closing of all transactions. For the convenience of the property owner, our right of way team has a California Notary who will be available to notarize any documentation that is required. Fully executed deeds and easements will be delivered to the County for acceptance prior to recording. In the event escrow services are not required, DOKKEN is available to perform these services and record the required documentation.

***Deliverables:** Escrow Documents and Closing Statements*

TASK 7.11 RIGHT OF WAY CERTIFICATION

DOKKEN will coordinate with the County and supply all required documentation for the right of way certification for five (5) parcels. DOKKEN will review all acquisition documents for proper and complete execution, including formal acceptance.

***Deliverables:** Right of Way Certification Documentation*

TASK 7.12 PROJECT CLOSEOUT

The original acquisition file for five (5) parcels will be provided to the County upon completion of the project. Each acquisition file will contain property information, diary report, written correspondence, just compensation documentation, appraisal(s), offer package, negotiations, title documentation, copies of recorded documents and all applicable documentation.

***Deliverables:** Original Acquisition Files*

PHASE 3 – PLANS, SPECIFICATIONS, AND ESTIMATE

TASK 8 UTILITY COORDINATION

TASK 8.1 CONFLICT IDENTIFICATION/RESOLUTION/UTILITY MEETINGS

Based on the information gathered, DOKKEN will evaluate the extent of any potential utility conflicts and prepare conflict maps for each utility highlighting the location of identified conflicts. Conflict maps will be sent to the utilities as part of the Utility 'B' packages, which will also include 65% design plans and a County-approved letter notifying the utility companies of conflicts between existing utility facilities and the proposed work. The letter will also ask the utility companies to verify the conflict, notify them of the need to relocate their facilities, and request verification of prior rights. DOKKEN will schedule meetings with utility companies as needed to discuss the project improvements, identified conflicts, and proposed solutions/relocations.

***Deliverables:** Utility B Letters/Plans*

TASK 8.2 LIABILITY DETERMINATION/UTILITY AGREEMENTS

DOKKEN will work with the utility companies and the surveyor to determine existing easements or prior rights. Based on the conclusion of this investigation, DOKKEN will assist with the final determination of liability related to the relocation costs. This liability will be documented by each utility in a claim letter. In the event that there is a cost sharing agreement or the need for reimbursement between the County and any of the utility companies, a utility agreement will be drafted. The agreement will be submitted to the County and utility company for review and approval.

***Deliverables:** Utility Claim Letter and Agreements*

TASK 8.3 NOTICE TO OWNER

DOKKEN will send a copy of the 'C' Final Plans and the Notice to Owner letter to the utility companies at the 100% milestone. The letter will be the final notification to the utility companies that the project is going to construction and will request final verification that there are no conflicts with the project or, in the event that relocations were necessary, will request the utility owner to relocate their facilities.

***Deliverables:** Utility C Letters/Plans, Notice to Owners*



TASK 9 PLANS, SPECIFICATIONS, AND ESTIMATE

TASK 9.1 SUPPLEMENTAL TOPOGRAPHIC MAPPING

UNICO will perform detailed (non-aerial) supplemental topographic surveying and base mapping derived from the established horizontal and vertical control at the discretion of design team to locate drainage features, key utilities and roadway improvement features for conforms. All supplemental ground topography will be mapped and combined into the photogrammetric aerial base survey. UNICO will assume up to forty (40) hours for supplemental surveys and mapping.

***Deliverables:** 65% Plans and Estimate*

TASK 9.2 65% PLANS AND ESTIMATE

DOKKEN will prepare 65% plans and estimates based on the 35% plans and review comments. DOKKEN will prepare a response to the comments matrix with each comment received and a response regarding how the comment was addressed/incorporated. The 65% plans will be developed further to include construction details, conform tie-ins, and drainage information. Additional utility design will be shown on the plans based on discussion with affected utility companies. Erosion control sheets will be prepared to stabilize and restore disturbed areas.

The following sheets are expected to be part of the 65% plans:

- Title Sheet
- Project Control and Key Map
- Typical Sections
- Layouts
- Profiles
- Construction Details
- Utility Sheets
- Staging/Traffic Handling Plans
- Pavement Delineation Plans
- Erosion Control Plans
- Water Pollution Control Plans
- Electrical Plans

DOKKEN will prepare a cost estimate based on preliminary quantity takeoffs and current unit prices. A contingency will be included to allow for any pricing to vary at the time of construction and for any necessary design adjustments. A separate 65% package will be developed for each phase.

***Deliverables:** 65% Plans and Estimate*

TASK 9.3 95% PLANS AND ESTIMATE

DOKKEN will prepare 95% plans, specifications, and estimate based on the 65% submittal and review comments. DOKKEN will prepare a response to the comments matrix with each comment received and a response regarding how the comment was addressed/incorporated.

DOKKEN will prepare Special Provisions Specifications for the project based on the County's Standard Special Provisions and Standard Specifications. Specifications will be modified as appropriate to meet the project needs. As necessary, the Special Provisions will be supplemented by Caltrans Standard Specifications and Special Provisions.

DOKKEN will prepare a cost estimate based on preliminary quantity takeoffs and current unit prices. A contingency will be included to allow for any pricing to vary at the time of construction and for any necessary design adjustments.

***Deliverables:** 95% Plans, Specifications, and Estimate*

TASK 9.4 100% PLANS AND ESTIMATE

DOKKEN will prepare 100% plans, specifications, and estimate based on the 95% review comments. DOKKEN will prepare a response to the comments matrix with each comment received and a response regarding how the comment was addressed/incorporated. Electronic design files will be provided to the County.

***Deliverables:** 100% Plans, Specifications, and Estimate*



TASK 10 PERMIT ASSISTANCE

TASK 10.1 SECTION 401 WASTE DISCHARGE REQUIREMENTS

DOKKEN will prepare all materials necessary to obtain a State Water Quality Certification and Waste Discharge Requirements (WDR) authorization from the Lahontan Regional Water Quality Control Board (Region 6). This task includes reviewing project plans to identify potential discharges to Waters of the State and preparing a state-only certification/WDR application consistent with Region 6's regulatory standards. DOKKEN will coordinate with Regional Board staff to confirm the appropriate permitting pathway and ensure that all required elements—project description, impact assessment, construction methods, and water quality protection measures—are fully addressed.

DOKKEN will compile supporting figures and exhibits, submit the application on behalf of the County, and respond to reasonable requests for additional information during the Board's review. Throughout the process, DOKKEN will provide updates on application status and anticipated timelines. Upon issuance, DOKKEN will transmit the final state authorization and associated conditions to the County. This scope assumes that jurisdictional delineations, biological surveys, engineering design, and CEQA/NEPA documentation are provided by others, and that all regulatory fees are the responsibility of the County.

Deliverables: State Water Quality Certification/Waste Discharge Requirements Authorization

TASK 10.2 NOTIFICATION OF STREAMBED ALTERATION (1600 PERMIT APPLICATION)

Per Section 1600 of the California Fish and Game Code, CDFW requires notification when a project may substantially alter or divert the natural flow of a stream or deposit debris in an area where it may pass into a stream, lake, or river. DOKKEN will prepare draft Section 1602 Streambed Alteration Agreement application for County review, including a detailed project description, impact assessment, avoidance and minimization measures, construction methods, and proposed mitigation consistent with CDFW requirements. Supporting figures, maps, and exhibits will be developed as needed to clearly illustrate project activities and potential resource impacts. Upon County approval, DOKKEN will submit the Streambed Alteration Agreement application and all appropriate figures and attachments to CDFW using their online Environmental Permit Information Management System (EPIMS) portal and continue coordination with CDFW to secure the final agreement. It is assumed that the County will pay the 1602 application fee.

Deliverables: 1600 Streambed Alteration Agreement

TASK 11 FUNDING ASSISTANCE (OPTIONAL)

TASK 11.1 FUNDING STRATEGY ASSISTANCE

DOKKEN will assist the District and create a funding strategy that will serve as a roadmap to guide successful funding acquisition. The strategy will match funds to proposed improvements and will include timeframes to illustrate how project improvements line up with funding schedules.

A comprehensive list of funding sources with a summary of guidelines and goals of the particular funding source will be created. Competitive advantages will be highlighted to ensure continuity with guidelines and goals. Funding sources will also be categorized based on what project improvements are the most optimal match.

In addition to funding sources, the funding strategy will include recommendations for reducing opposition and marketing the project to politicians and decision-making agencies. The comprehensive funding strategy will be summarized in a draft memorandum that will be provided to the District and other stakeholders for review. The team will address one round of comments and submit a final funding strategy to the District

Deliverables: Funding Strategy Memo

TASK 11.2 GRANT APPLICATION ASSISTANCE

DOKKEN will assist the District in grant applications as needed. Grant application assistance includes project write-ups, cost estimates, exhibits, maps, charts and graphics that clearly detail the proposed project improvements.

Deliverables: Project Narratives, Cost Estimates, Support Exhibits/Maps/Charts/Graphics

TASK 12 BIDDING SUPPORT

TASK 12.1 BIDDING SUPPORT

DOKKEN will provide assistance, as required, to the County during bidding of the project. This work may include answering questions from prospective bidders, attending a pre-bid meeting, preparation of addenda to the PS&E during advertisement



period, and providing consultation and interpretation of the construction documents. DOKKEN will perform a bid tabulation, analysis and review of the received bids.

***Deliverables:** Bidding Addenda, Response to Bidder Questions, Bid Tabulation and Analysis*

TASK 13 CONSTRUCTION SUPPORT

TASK 13.1 DESIGN SUPPORT DURING CONSTRUCTION

DOKKEN will prepare responses to Contractor Requests for Information and review submittals during construction related to the project. DOKKEN will prepare construction change details to the plans and provide plan clarifications as requested by the Contractor and Resident Engineer. Should construction issues require a field visit and meeting with the construction team, DOKKEN will attend such meetings.

***Deliverables:** Request for Information Responses, Submittal Review, Revised Plan Sheets*

TASK 13.2 AS-BUILT PLANS

DOKKEN will keep track of the design changes during construction, as well as utilize markups provided by the Resident Engineer for field changes and update the plans accordingly. Upon completion of the construction contract DOKKEN shall submit the As-Built plans to the County for their records.

***Deliverables:** As-Built Plans*

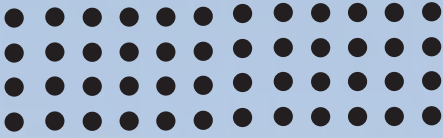
COST CONTROL AND BUDGETING METHODOLOGY

For infrastructure projects, cost management takes two forms: management of the design costs and management of the construction costs. Design cost management starts with the initial scope and fee. Dokken's design, scope, and budget are prepared with sufficient detail to capture all the nuances so that contract amendments are not needed unless a major scope change occurs. Dokken knows that contract amendments can be difficult for agencies to process, so we commit to coordinating with the County before the contract is signed to address any unknown details. Dokken also makes sure that the appropriate staff (with the expertise that aligns with the needs of the project) is assigned. This ensures that tasks are completed as efficiently as possible with minimal revisions.

Additionally, managing the design budget is achieved through the application of several different cost-tracking methods. This includes tracking progress (i.e., percent complete) and comparing costs incurred to assess the project's budget status. Dokken will use the County's formats, making invoice review streamlined and familiar to the County. The Project Manager will monitor the project's progress and will use the following approaches to managing the project's design budget:

- Monitor the scope to ensure that the budget is only expended on contracted tasks. Requests, from the County or outside agencies, to perform non-scope items will be discussed with the County before proceeding.
- Conduct coordination meetings to monitor the completion of project tasks, address technical questions, evaluate the efficiency of means/methods, ensure proper resources, and confirm adherence to the project schedule.
- Monitor the critical path tasks on the project schedule to ensure that each milestone is met and the project finishes on time.

Project construction cost management is performed from preliminary engineering through final design. Construction materials, availability, and construction complexity are considered as the design progresses to ensure the most economical project is constructed consistent with the project goals. Recent bid data is used to accurately estimate the unit costs for each of the project's bid items to ensure a reasonable and accurate Engineer's Estimate. Where cost reductions are needed, Dokken consistently provides creative solutions to meet available construction funds.



ORGANIZATION & APPROACH



2. Organization & Approach

FAMILIARITY OF PROJECT/UNDERSTANDING OF WORK

BACKGROUND

The County of Inyo is seeking a qualified engineering team to provide **Project Approval and Environmental Documentation (PA&ED), right-of-way engineering and acquisition support, community engagement, and preparation of Plans, Specifications, and Estimates (PS&E)** for the **Connecting Tecopa: Bicycle and Pedestrian Safety Corridor Project**. Identified as a priority in the County's Active Transportation Plan and funded through Active Transportation Program (ATP) Cycle 7, the project addresses multimodal deficiencies and documented safety concerns in Tecopa and Tecopa Hot Springs.

Today, active transportation options in the communities of Tecopa and Tecopa Hot Springs are limited to narrow bike lanes and dirt shoulders along Tecopa Hot Springs Road, a high-speed corridor, and a handful of disconnected crosswalks within Tecopa Hot Springs. The proposed project will establish a continuous, safe, 2.9-mile connection between Tecopa and Tecopa Hot Springs through the construction of a **separated Class I multi-use path, additional Class II bike lanes and sidewalks within the community cores, high-visibility raised crossings, traffic calming measures, pedestrian refuge islands, and realignment of the "Triangle"** intersection at Old Spanish Trail Highway and Tecopa Hot Springs Road. These improvements will provide residents with safer access to community destinations such as the local community center and the tree-shaded gathering space at the "Triangle," while also improving connectivity for recreational visitors staying at the Tecopa Hot Springs Resort.

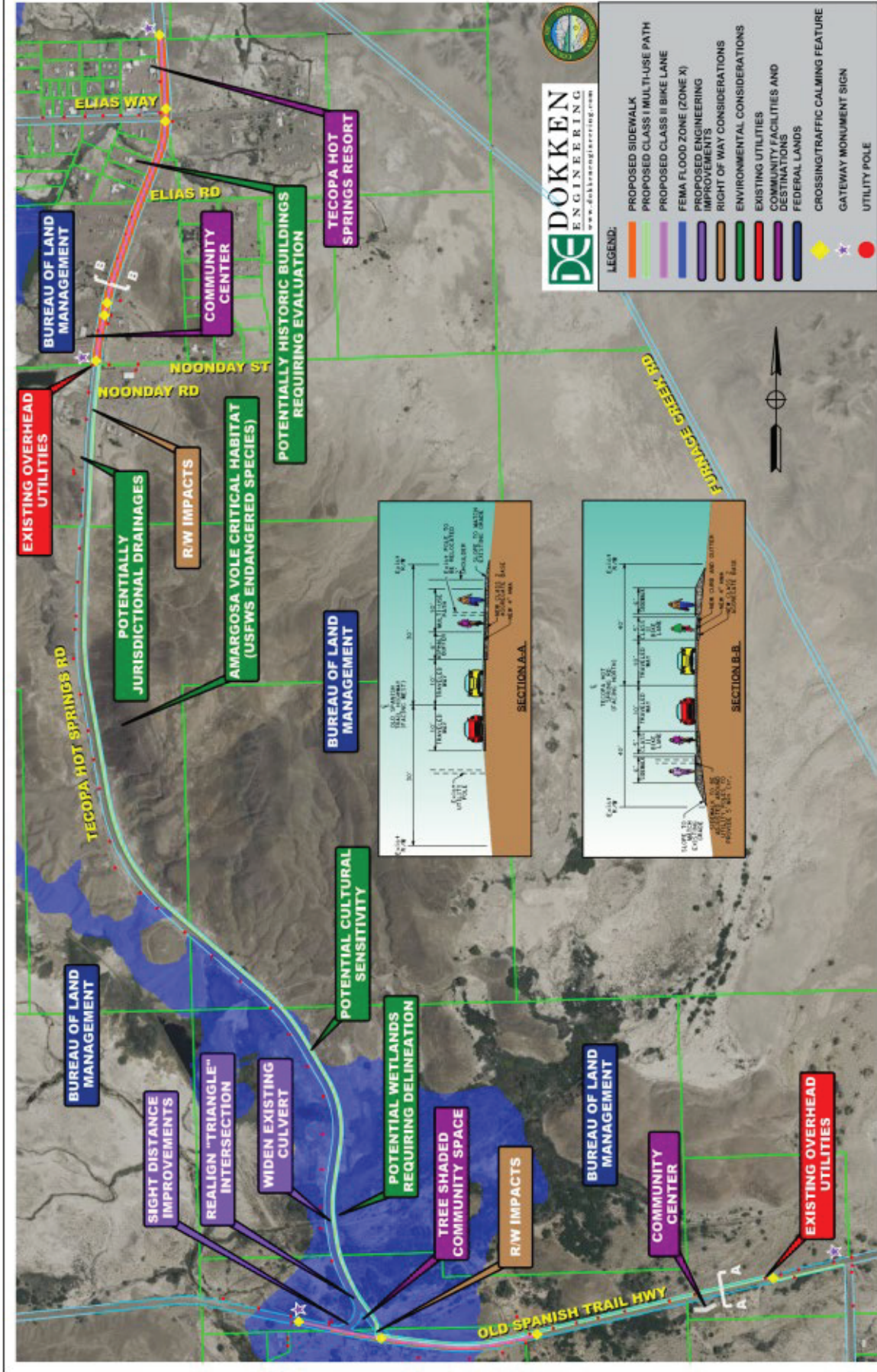
Four gateway monument signs are proposed at locations that were previously identified by the County and community members to reinforce local character and clearly mark the transition into a lower-speed, pedestrian-oriented corridor. Dokken recognizes the importance of this project to the local community and will ensure the final improvements reflect the community's feedback and expectations.

Delivering this project will require completing environmental documentation (CEQA and NEPA), complying with the Caltrans Local Assistance Procedures Manual (LAPM), completing right-of-way acquisition, and finalizing the conceptual layouts developed during the ATP application phase. Given documented concerns regarding excessive vehicle speeds, the design effort will prioritize context-sensitive traffic calming measures such as, high-visibility raised crosswalks, gateway monuments, and geometric refinement at the "Triangle" intersection.

The rural desert setting, existing utilities, drainage constraints, and impacts to private parcels will require careful design and early coordination with both environmental agencies and local stakeholders. Dokken will use a proactive approach to move the project to the finish line and meet ATP funding deadlines. We also recognize that Tecopa and Tecopa Hot Springs are primarily retirement communities that attract visitors to the area's recreational amenities. Providing safer, multimodal connections between both communities is an opportunity to support both residents and the tourists while improving overall safety.

Dokken has reviewed the information provided in the RFP and identified key project elements that affect the design, delivery, and constructability of this project. These features are illustrated in the Project Features Exhibit on the following page and discussed in the sections that follow.







WORK COMPLETED TO DATE AND OBJECTIVES MOVING FORWARD

It is clear that the County has established a strong foundation for this project through its Active Transportation Planning efforts, successful ATP grant award, community engagement through outreach workshops and surveys, documentation of mobility barriers, and development of conceptual engineering geometric layouts. Letters of support from residents, businesses, first responders, and regional stakeholders further demonstrate a strong community backing for the project.

Moving forward, the primary objectives are to obtain environmental clearance under CEQA and NEPA, refine the conceptual geometry, complete necessary right-of-way acquisitions, meet ATP funding requirements and deadlines, and deliver the County biddable and buildable PS&E documents.

APPROACH

The Connecting Tecopa: Bicycle and Pedestrian Safety Corridor Project involves a combination of geometric, utility, regulatory, and community-driven challenges. These challenges are shaped by its rural desert setting and documented safety concerns. Dokken's approach is to address these constraints early. We will focus on refining the corridor geometry, obtaining environmental clearance, verifying utility and right-of-way impacts, and completing the PS&E to ensure the project obtains construction authorization within the ATP funding deadline timeline.

Rather than treating roadway design, traffic calming, gateway monuments, and intersection improvements as separate elements, Dokken will use a holistic design approach. Our approach ensures every project component will work together to create a safer, more active environment for both the Tecopa and Tecopa Hot Springs communities.

ROADWAY DESIGN AND TRAFFIC CALMING

Dokken will progress the proposed roadway improvements from conceptual design to construction-ready documents. Our design will balance the need for safety, multimodal transportation options, and speed management in a manner that is consistent with both the ATP grant and the community's expectations. Since the project is in close proximity to private parcels and overhead utilities, we will refine the alignment to minimize right-of-way and utility impacts.

Upon notice to proceed, our team will review and confirm the horizontal and vertical geometry that was previously developed by the County. Specifically, we will focus on the proposed cross section address the sight distance concerns at the "Triangle" intersection. Dokken is aware that there is a community gathering space with four established trees located near the "Triangle". Dokken's design will balance sight distance improvements and maintain this unique community space. The design will also account for vehicles common to the area, such as recreational vehicles and truck-and-trailer combos.



Our team has extensive experience in active transportation and safety improvement design, specifically for ATP and Complete Streets funded projects. Recent experience includes the SR-99 Corridor Bikeway in Chico where we prepared the feasibility study and the grant application that secured \$12M in ATP funding to close a major gap in the city's bike network. Additionally, in Yuba County, we led the design of the Garden Avenue ATP improvements, where we successfully added sidewalks and bike lanes to a corridor with numerous above and below ground utilities. We are currently assisting the City of Citrus Heights to transform Old Auburn Road into a multimodal corridor through the Gateway Activation Project. These improvements will add pedestrian crossings and streetscape elements that will improve connectivity in the area.

In addition to these projects, we are working with the City of Rancho Cordova, a suburb of Sacramento, to implement focused calming measures. These measures include raised pedestrian crossings, traffic humps, Speed cushions, chokers and curb extensions/intersection bulb-outs in two separate neighborhoods within the city. These features are designed to physically and visually alert drivers that they need to slow down.

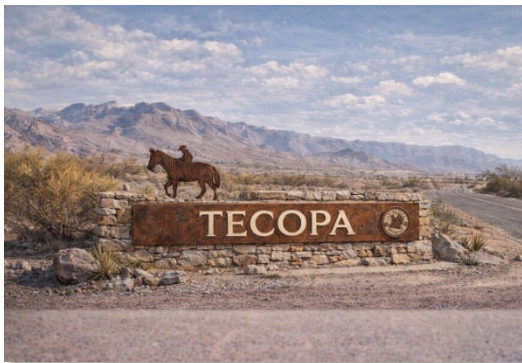
Through our past experience we will be able to implement similar, yet context-sensitive measures within the Tecopa and Tecopa Hot Springs communities. Our approach to speed reduction will utilize raised pedestrian crossings, pedestrian refuge islands, and gateway monuments that will visually signal drivers to slow down.



GATEWAY MONUMENT DESIGN AND CORRIDOR TRANSITION

As outlined in the ATP grant narrative, the gateway monuments are to be located at the east and west entrances to Tecopa and at the north and south entrances to Tecopa Hot Springs. Dokken recognizes that these gateway monuments establish community limits, while also helping to alert drivers to transition to slower speeds.

We view these monuments as a unique opportunity for community engagement. Rather than proposing a one-size-fits-all design, we believe it is important to work with the residents to ensure the monuments are a reflection of the Tecopa and Tecopa Hot Springs communities. Involving the community in the design process allows residents to feel heard and ensures these features become a source of local pride and identity. On



the engineering side, we will work to select materials that reflect the rural, desert region while also prioritizing durability during the summer heat.

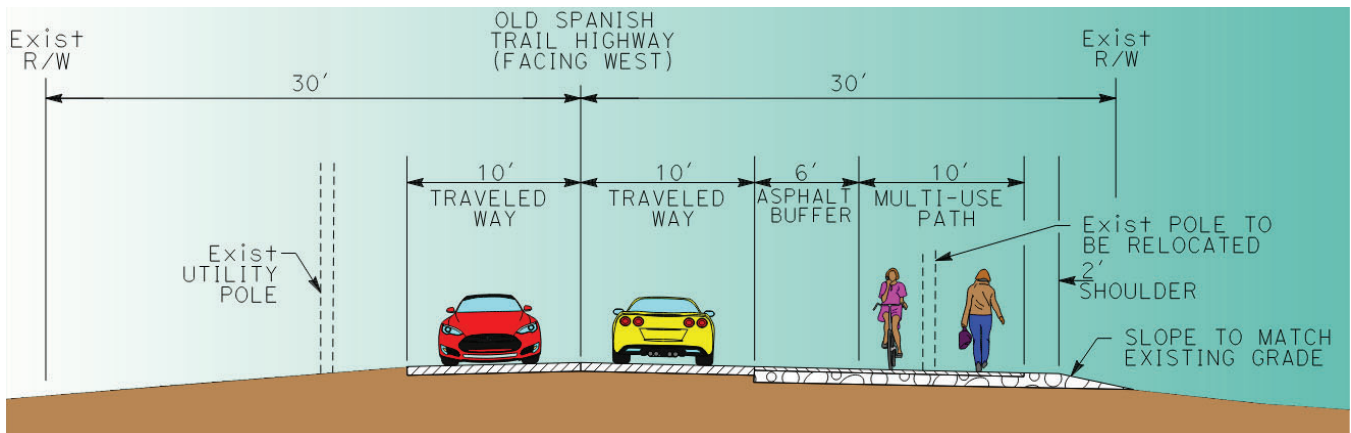
Dokken will also evaluate foundations, clear recovery zone offsets, and solar lighting early in the design phase to ensure monuments are easy to build and maintain. Dokken recently completed the design of similar monument signs for the City of Folsom and the City of Merced. As part of these projects, we coordinated closely with the Cities on the structural design and long-term maintenance needs, including selecting durable monument materials and vandal resistant cages for solar lighting. Our previous experience will assist the County in implementing gateway monuments that support community identity as well as the safety goal.

UTILITY COORDINATION

Utility coordination and relocations are often the most common cause of delays to public works projects, whether it be non-responsiveness, material procurement, lack of funds, etc. Dokken understands these impacts and has significant experience working through the utility coordination process while following local and Caltrans guidelines. We have found that early coordination, project site visits, and constant communication is key to keeping things moving; we also come to the table with alternative solutions, showing the utility companies that we understand their issues are willing to work within their constraints as well. Within the project area, existing Southern California Edison utility poles and associated facilities are in close proximity to the proposed project improvements.

Utilities known or anticipated to be present within the project area include, but are not limited to:

- Southern California Edison
- AT&T
- Los Angeles Department of Water & Power



Dokken has worked with most of these companies on prior projects and will utilize our established working relationships with utility owners to facilitate our proven utility coordination and relocation process. Our process begins with as-built research



and field verification of existing facilities. Upon review of the existing information we prepare a detailed utility conflict matrix documenting ownership, horizontal and vertical clearances, and potential impacts.

Prior to initiating relocation requests, Dokken will evaluate opportunities to refine the proposed cross section to minimize or eliminate impacts to existing poles. Minor alignment shifts, buffer adjustments, or grading refinements may allow the design to avoid relocation in select locations, reducing cost, schedule risk, and right-of-way impacts.

CALTRANS LOCAL ASSISTANCE

Caltrans Local Assistance is a key partner for agencies working with state and federal transportation funds. Keeping a project on track often depends on how well these requirements are understood and managed, from early planning through construction. Dokken has delivered many projects under the Caltrans Local Assistance Procedures Manual (LAPM) and knows that milestones like E-76 approval can shape the overall schedule just as much as design progress.

For the Connecting Tecopa project, Active Transportation Program (ATP) funding adds another layer of coordination. To maintain funding eligibility, certain project components—such as utility coordination and right-of-way work—must follow the appropriate LAPM chapters. Our team builds these requirements into the project management approach from the beginning. CEQA and NEPA documentation will move forward alongside design, utility coordination will follow LAPM Chapter 14, and all right-of-way activities will comply with the Uniform Relocation Act and the Caltrans Right of Way Manual.

At the start of the project, Dokken will work directly with Caltrans District Local Assistance Engineer Mark Heckman, and his staff, to confirm documentation needs, the order of required approvals, and expected timelines. Establishing this alignment early helps prevent delays, clarifies what Caltrans needs at each stage, and keeps the project eligible for reimbursement. With this proactive approach, we will position the County to move smoothly into right-of-way, design, and ultimately construction—while staying ahead of ATP deadlines and maintaining full compliance throughout the process.

FUNDING

Dokken understands the County has secured approximately \$7.8M in funding for this project through Cycle 7 of the ATP program. We are well versed in assisting our local agency clients in leveraging their available funds for additional federal funds through additional grant funding opportunities to include Sustainability Grants, Congestion Management Air Quality, etc. Dokken will provide the County a total project cost which includes construction, right of way, and environmental mitigation costs at our 30% submittal. We have a proven track record of identifying these total project costs early and accurately, so our clients know well in advance of construction if there is a funding shortfall. If the County cannot or does not want to leverage federal dollars, then our team will design a project within the available County's funds or provide a phasing plan to sequence construction and maintain project momentum.

COMMUNITY ENGAGEMENT

The communities of Tecopa and Tecopa Hot Springs are remote rural communities in the southeast of Inyo County. A small, yet vibrant, community exists among year-round residents, and the area acts as a gateway to Death Valley National Park, the White Mountains, and ample recreational attractions in the vicinity. Creating infrastructure that fits with the surrounding environment and addresses identified wishes and needs of the local community will be a critical component of this project.

Dokken has teamed with LSC Transportation Consultants, who assisted the County on their ATP Grant, to build on the public outreach efforts they already conducted for the project and continue to engage the community during project development. Early in the project development process, the team will develop a diverse stakeholder database that includes interested residents, business owners, elected officials, County staff, local public agencies, landowners, and local nonprofit organization representatives.

Community engagement will occur early in the project to re-introduce the project idea to the community, and then later during design development to gather input on specific design elements. Our outreach efforts will prioritize in-person engagement to ensure meaningful participation. Input gathered at in-person workshops will be used to inform design elements of the project, including the design of gateway monuments, the redesign of the "Triangle" which is a central gathering place in the heart of Tecopa, pedestrian crossings, and necessary elements to create a safer connection towards the Tecopa Water Kiosk.





HYDRAULICS/FLOODPLAIN

At the southern end of the project, within the community of Tecopa, the project area lies within FEMA Flood Zone X, which is classified as a low-to-moderate flood-risk zone. Because Zone X does not carry the same regulatory burden as higher-risk zones such as Zones A or AE, the project will not require FEMA floodplain development permits, No-Rise Certifications, or detailed floodway hydraulic modeling.

However, roadway widening increases impervious surface area and therefore still triggers stormwater management requirements, including compliance with applicable hydrologic criteria, provision of detention or retention as needed, and adherence to NPDES regulations such as development of a Stormwater Pollution Prevention Plan (SWPPP) and implementation of appropriate Best Management Practices (BMPs). Additionally, Dokken will ensure that the widened roadway does not alter natural drainage patterns, increase downstream flood risk, or redirect runoff onto adjacent properties.

STRUCTURES

Along Tecopa Hot Springs Road, two existing drainage culverts convey stormwater from one side of the roadway to the other. With the planned roadway widening to accommodate the Class I Multi-use Path, these culverts must be relocated and extended.

The proposed work includes adding new reinforced concrete sections that will extend the existing culverts to match the widened roadway. These additions will be constructed to conform to the dimensions and shape of the original structures, ensuring proper water flow and maintaining watertight performance.

To provide structural continuity between the existing and new concrete, reinforcing bars will be drilled and anchored into the existing culvert walls, top slab, and bottom slab. This connection will allow the extended culvert to function as a single, unified structure. In addition, the associated headwalls, wingwalls, and apron areas will be modified or extended to create smooth transitions. Protective measures such as riprap and filter fabric will be installed around the culvert ends to reduce erosion and improve long-term stability.

RIGHT OF WAY

We anticipate that **five parcels (APNs 046-220-22-00, 046-300-03-00, 046-300-28-00, 046-300-29-00, and 046-300-30-00)** will require either permanent or temporary easements. Of these five parcels, three are privately owned, one is owned by the Bureau of Land Management, and one is owned by the Death Valley Unified School District for the Community Center.

Dokken will begin outreach to all affected property owners early in the design phase to inform them of the upcoming project and establish a positive working relationship with each owner. For the three privately owned parcels, our team can conduct in-person meetings to review parcel-specific impacts, answer questions, and address concerns before design is finalized. This early coordination helps identify and resolve issues during design whenever possible, reducing complications during the right-of-way phase.

For the school district parcel, coordination with school administration and operations staff will be necessary to discuss both the proposed area of acquisition and how the community center activities will be maintained during construction. The Dokken team will work closely with district representatives and on-site personnel to understand and address operational concerns, minimize disruption, and support a smooth acquisition process. The right of way team will also coordinate with the district's designated representative to finalize compensation, prepare acquisition documents, and complete all required documentation.

Early coordination with the project team and the Bureau of Land Management will be critical to keeping the project on schedule and ensuring all required documentation is prepared correctly and submitted in a timely manner. The right-of-way team will participate in these early meetings to confirm that all procedures are followed for the acquisition of temporary property rights. Dokken will coordinate preparation of the appropriate applications and any additional supporting documentation required by the Bureau of Land Management. In addition, our appraiser is qualified to prepare the valuation required by the Bureau, allowing our team to provide complete and consistent support throughout the acquisition process.

Because these parcels involve a mix of private, public, and federal ownership, **proactive communication and early right of way coordination will be essential to minimizing risk**, avoiding delays, and supporting successful project delivery.

ENVIRONMENTAL

Dokken's **in-house** environmental team is a multidisciplinary group focused on environmental clearance, permitting, and environmental construction management services for public agency projects, especially public infrastructure projects. Our experts include environmental planners, biologists, archaeologists, botanists, arborists, wetland specialists, regulatory



experts, public outreach coordinators, water quality experts, and GIS/mapping specialists. **We are highly skilled in environmental coordination for projects requiring federal approvals, such as this one which involves Bureau of Land Management and have delivered similar pedestrian facilities within federal lands.**

Dokken understands the project occurs within property owned by the Bureau of Land Management (BLM). Therefore, compliance under both the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) will be required. The County will serve as the CEQA lead agency and BLM is anticipated to serve as the federal lead agency under NEPA. **If it has been determined that the ATP funding is sourced from federal money instead of State money, Caltrans will also act as a Federal lead agency under NEPA,** and optional tasks for compliance under NEPA with Caltrans have been included in our scope and fee.

Dokken's environmental team has reviewed the proposed project and have determined the appropriate level of CEQA documentation is an Initial Study with Mitigated Negative Declaration (IS/MND) due to the potential regulatory permits needed due to impacts to jurisdictional waters of the State. This would be supported with technical studies to evaluate biological resources, cultural resources, and hazardous waste.

Based on experience, Dokken also anticipates that the BLM will approve this project using a NEPA Categorical Exclusion (CE) as the appropriate level of documentation for NEPA approval. **The technical memorandums included in the scope will support both the CEQA and NEPA environmental documentation,** and Dokken will provide all documentation and information during NEPA approval of the project to ensure the NEPA CE is issued on schedule and within budget.

Dokken has reviewed the proposed project and determined the main environmental constraints are related to federally-listed species, cultural/historical resources, and environmental permitting. Our approach to managing these three topics is:



Section 7 of the Endangered Species Act/California Endangered Species Act Compliance

The project area has critical habitat and high potential for Amargosa vole, a federally-listed species. Our Amargosa vole expert (from ECORP) will conduct a habitat assessment and if needed, a focused survey to determine if there are any active burrows within the construction footprint. Should any be identified, **our strategy will be to include a range of USFWS/CDFW previously approved avoidance and minimization measures** in the Biological Assessment such as preconstruction surveys, construction worker awareness training, and exclusionary fencing once each Project site has been cleared of the vole. By recommending these measures, we are confident that the Project can avoid "take" of any voles, which will greatly expedite the

Section 7 consultation process and eliminate the need for an Incidental Take Permit from the California Department of Fish and Wildlife. Dokken anticipates that the project would result in a "Not Likely to Adversely Affect" the species determination, which would result in an expedited informal Section 7 consultation.

Additionally, the project vicinity has moderate potential for Spring-loving centuary, a rare plant with suitable habitat adjacent to the project roadway and a recent occurrence within the southern portion of the Project area. Our biological surveys will identify any rare plant species during the appropriate blooming season. While Dokken anticipates a No Effect determination and that official Section 7 consultation can be avoided for this plant, should any such plants be identified, we will work with the County to develop strategies to avoid any such plants encountered within the proposed trail alignment.

Section 106 of the National Historic Property Act Compliance

Dokken cultural staff hold a statewide BLM Cultural Resources Use Permit (CRUP), a requirement necessary to conduct any NHPA Section 106 efforts and reporting on BLM land. After coordinating with the Barstow field office, Dokken archaeologists will survey the Project area, assist the County and BLM with Native American consultation required under CEQA and Section 106 of the National Historic Preservation Act (NHPA), and prepare the necessary documentation for BLM and the State Historic Preservation Officer (SHPO). As historic-era cultural resources are present within the Project area, including the Old Spanish Trail Highway, Tecopa Hot Springs Road, and several structures along these roadways, Dokken's expert architectural historian subconsultant, JRP Historical Consulting, will record and assess these resources' California Register of Historical Resources and National Register of Historic Places eligibility. **It is anticipated that most of these resources will not be historic**



properties/historical resources. However, should a resource be determined a historic property/historical resource, such as the Old Spanish Trail Highway, the proposed Project features will not result in any adverse effects or significant impacts, avoiding the need for costly mitigation.

Dokken cultural staff have years of experience completing NHPA Section 106 compliance through a variety of federal agencies, including the BLM. However, should federal funding be utilized for the Project with Caltrans Local Assistance Oversight, Dokken cultural staff will work with Caltrans and BLM to designate Caltrans as the lead NHPA Section 106 agency to ensure that there is only one Section 106 compliance process, thereby reducing the number of reports, Native American consultation, and SHPO consultation efforts. Dokken and JRP will utilize the information in the BLM report to prepare the Caltrans required documents: Historic Property Survey Report (HPSR), Archaeological Survey Report (ASR), and Historical Resources Evaluation Report (HRER). Dokken and JRP cultural staff have completed hundreds of Caltrans Section 106 compliance projects through the Local Assistance Office and can therefore ensure the reports have minimal review periods, resulting in a smooth SHPO approval process.

Environmental Regulatory Agency Permits

The Project will require environmental permits processed through the California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB). As the waters located in the project vicinity could be considered waters of the State and not considered waters of the US, permitting through the US Army Corps of Engineers (USACE) is not required for this Project. **As such, only two environmental agency permits will be required: a CDFW Streambed Alteration Agreement and a RWQCB Waste Discharge Requirement (WDR).** By not engaging with the US Army Corps of Engineers, the Project will bypass an additional/duplicate Section 106 of the NHPA process.

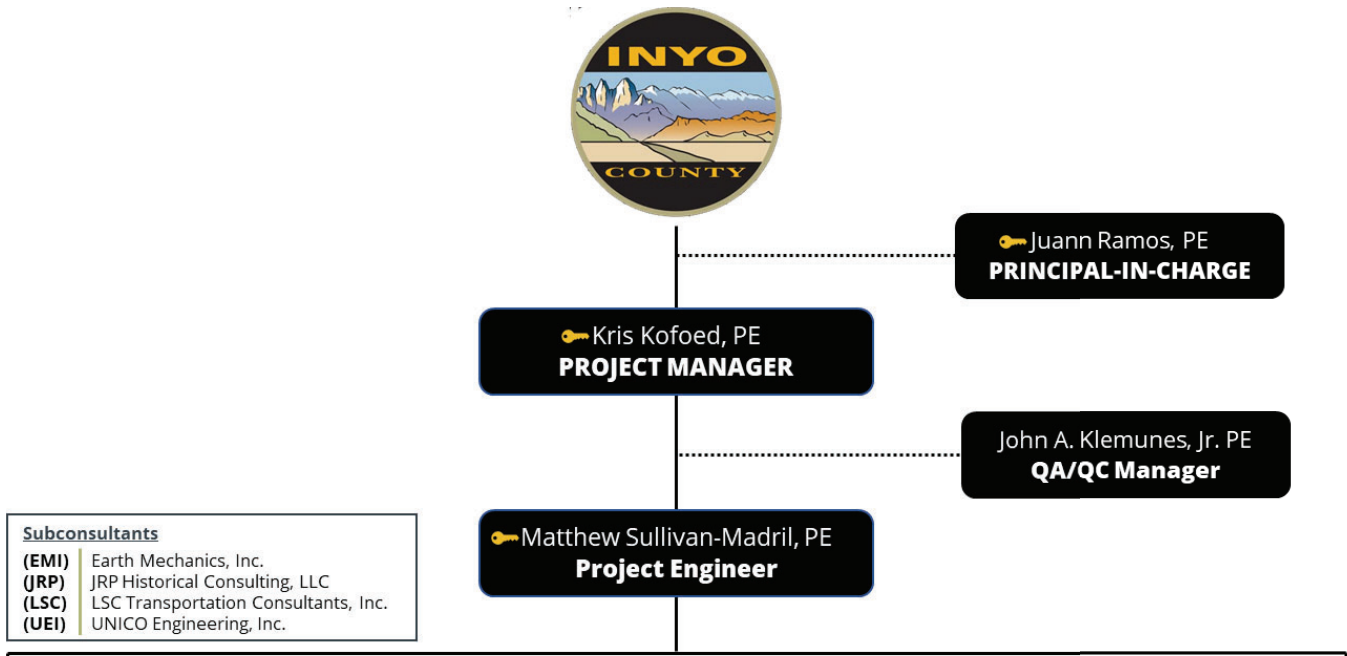




ROLES AND ORGANIZATION OF PROPOSED TEAM

Dokken has assembled a highly qualified team to deliver the Connecting Tecopa: Bicycle and Pedestrian Safety Corridor project. Our team has a proven track record and availability to provide all deliverables for this project. This team provides the County with the maximum flexibility possible in order to meet all of the contract’s needs.

Our organization chart visually represents the structure of our proposed team and relationship between our Project Manager and support staff.



Subconsultants	
(EMI)	Earth Mechanics, Inc.
(JRP)	JRP Historical Consulting, LLC
(LSC)	LSC Transportation Consultants, Inc.
(UEI)	UNICO Engineering, Inc.

Roadway Design	Water Resources	Environmental
Lana Torlak, PE Michaela Noll, PE Sharill Rivera Rodriguez Bahereh Khandel, EIT John Xiong	Ashley Orsaba-Finders, PE, QSD/P LaSandra Edwards, PE Julien Escobar, EIT Joe Madden, EIT Saadallah Moiz Nick Nelson, EIT	Environmental Lead 🔑 Zach Liptak Environmental Planners Ken Chen Aliana Hale Biological Resources Hanna Sheldon Scott Salembier Jeff Harris Katie Jacobson Avery Vu Cultural Resources Amy Dunay, RPA Joanne Goodsell Michelle Campbell, RPA Kelsey Knox Architectural Historian Bryan Larson (JRP) Steven Melvin (JRP)
Structure Design	Utility Coordination	
Rob Burns, PE, SE Jeremy Nottnagel, PE Lilit Hovhannisyian, EIT	Jacqueline Lockhart, PE Alexis Rios, EIT	
Right of Way Support	Geotechnical Engineering	
🔑 Jamie Formico, SR/WA Vanessa Cothran, SR/WA	Alahesh Thurairajah, PE, GE (EMI)	
Public Outreach Funding Support	Survey Right of Way Engineering	
Leslie Suen, PE (LSC) Acadia Davis (LSC) Bill Suen, PE (LSC)	Rob Markes (UEI) Bill Tipple, PLS (UEI)	

🔑 - Indicates Key Staff



PROJECT MANAGEMENT APPROACH



Leading Dokken's team and coordinating the team's resources is **Project Manager, Kris Kofoed, PE**. Kris brings 18 years of experience in providing civil engineering services for public agency projects. His time-sensitive approach to managing projects has resulted in expedited project completion, innovative project solutions, and adherence to project budgets, schedules, and goals.

Dokken's project management philosophy is to treat every client as if they are Dokken's only client. For Dokken, project management means contract compliance, meeting budgets and schedules goals, maintaining accurate file systems, and assembling the appropriate team to complete the job successfully. It means monitoring subconsultant work, progress reporting, and assisting our clients with the hundreds of details involved with project delivery.

Since many of Dokken's specialty services are in-house, it makes communication and collaboration among team members easy and efficient. Dokken's key staff members can walk to each other's offices and discuss project ideas and challenges, resolving potential issues quickly.

Dokken uses a consistent project management approach on all projects. It is Dokken's goal to be an extension of County staff, with Dokken's team providing the resources and tools necessary to deliver the project with minimal County oversight.

- **"No Surprises" Communication** - Dokken maintains constant communication with our clients. Emerging issues are brought to our client's attention, along with proposed solutions.
- **Clear, Concise, and Complete Reporting** - Dokken's monthly progress reports include accomplished tasks, upcoming tasks, and pending issues. Dokken coordinates and facilitates regular progress meetings and prepares all exhibits and handouts.
- **Project Schedule Monitoring** - Each of Dokken's projects is guided by a project baseline schedule, clearly indicating milestones, major activities, and deliverables at a level of detail appropriate to the project.
- **Budget Control** - The best way to control the budget is to follow the project scope and schedule. This avoids costly overruns and extended production times. The key to preserving budgets is to start on time, execute correctly, and submit the deliverable on deadline.

Kris will be directly responsible for project management and the coordination of all technical work to make sure that project issues and action items are addressed. Kris, **supported by his team** will:

- **Work with the County's Project Manager** to develop and negotiate a realistic scope and budget for each task;
- **Prepare a Work Plan** that provides definitive directions to the project team and includes specific instructions regarding means and methods assumptions included in the scope of work;
- **Implement communication protocols** that facilitate communication between the County and Dokken, including face-to-face meetings, phone calls, email, written documents, and web meetings to meet the project needs;
- **Regularly compare** the contracted scope and budget vs. actual real-time expenses;
- **Conduct project team meetings in person** to facilitate informed discussions and team consensus on solutions and action items. Schedule, including milestones and deliverables, is discussed at every team meeting;
- **Consistently use project tracking tools**, such as Issues/Decision Logs, progress reports and schedule updates. These documents are frequently maintained and submitted to all team members and discussed at team meetings to ensure all issues are addressed and tasks successfully completed; and
- **Schedule QC activities** with John A. Klemunes, Jr., PE, the project's QA/QC Manager, to ensure the project is meeting the project goals at key milestones of design.

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Dokken is committed to delivering project documents whose quality exceeds industry standards. **Quality is not just a priority; it is one of Dokken's core values.**

From the project inception, QA/QC procedures will be implemented per the project Quality Management Plan. Dokken's procedures incorporate continuous product review cycles during plan development, as well as a series of formal review procedures completed for major project deliverables. The review of deliverables needed to satisfy the QA/QC procedure is built into our proposed schedule.



Mr. John A. Klemunes, Jr., PE, will be the QA/QC Manager. He will ensure all deliverables are QC reviewed by a Senior Engineer before submittal. The documents will then be revised as needed to address the QC comments. Before submittal, John will provide quality assurance by verifying all comments were properly addressed. He will develop the Quality Management Plan which will describe the processes and the procedures, including checklists to be followed on all submittals.

Dokken takes quality very seriously, as a quality plan set provides the most competitive bidding opportunities for projects and helps keep projects within their overall budgets, ultimately resulting in high-quality projects being built, on time with minimal or no change orders.

SCHEDULE/RISK MANAGEMENT

Our team will monitor the project's progress and will use the following approaches to maintain the project's schedule:

- Assign staff with the appropriate level of expertise that can develop and deliver submittals correctly the first time and avoid rework and additional time.
- Create a detailed project schedule that outlines all tasks, including QC efforts, and tasks to be performed by County staff, with completion dates necessary to achieve the overall schedule goal.
- Frequent check-in's with the team's production staff to update on task progress and implement corrective measures to maintain schedule.
- Conduct project team meetings during which task progress is discussed related to schedule and tasks means and methods are discussed to ensure production staff remain on the path identified at the project onset.
- Develop thorough meeting minutes and hold team members accountable with specifically identified deadlines and decisions.

The project's schedule will be monitored, and staffing adjusted, to meet milestones. Performance is monitored through quality control checks, review of actual versus planned progress, completion of action items prepared after meetings, monthly invoicing, and progress reporting. Dokken has found the best way to control the budget is to ensure the project schedule is followed. This method avoids costly overruns and extended production times. **The key to preserving budgets is to start on time, execute correctly, and submit the deliverables on time.** Utilizing the same design working group from the project beginning to the end ensures consistent thought and engineering practice while eliminating wasteful hours spent "getting familiar" with a project. Dokken uses Microsoft Office products, including MS Project, to develop and maintain the critical path project schedule. The MS Project schedule will be supplemented with a deliverables schedule that identifies all project deliverables and submittal dates.

The deliverables schedule is a critical project management tool because it specifies what is being delivered to the County and when it is to be submitted. The deliverables schedule will be updated monthly and discussed at the monthly team meeting to track the status of completed, in-progress, and upcoming deliverables. One component of schedule management is communication. Maintaining a monthly project team meeting, and focus meetings when an issue requires resolution, will ensure the project schedule is held. **Dokken will work closely with your project staff to keep you informed on the status of your project and any pending decisions.** Another component to maintaining the project schedule is the identification of risks early in the process and developing ways to mitigate these risks. **As experts delivering infrastructure projects only in California,** Dokken has routinely mitigated risks that can impact the schedule. For example, these may include:

- ✓ **Utility Coordination** – Early consideration of utility conflicts can help designers avoid difficulties in design and keeps time-sensitive projects on schedule. Impacts to local agency-owned utilities can also be minimized, eliminating agency relocation costs, which may not be participating in federally funded projects.
- ✓ **Environmental Clearance** – Before Dokken established in-house environmental services, we often had to revise environmental studies because the final project impacts extended beyond the work limits. This is no longer an issue now that the engineers and environmental planners work closely together as part of the same organization.
- ✓ **Traffic Handling** – Dokken considers traffic handling and staging up front as it has the potential to impact the general public, services, and businesses within the project limits. Staging and one-lane traffic during construction often extends beyond actual construction limits.
- ✓ **Right of Way (ROW) Acquisition** – Dokken also has in-house right of way acquisition services, which allows us to control the prioritization of these efforts. Often the last task completed, ROW is typically on the critical path for project completion. With our engineers working closely with our ROW staff, project needs are fully identified, owner input is considered prior to final design, and ROW negotiations/acquisitions are started immediately upon NEPA completion.



ROLES OF KEY INDIVIDUALS ON THE TEAM

Leading our team and coordinating our team’s resources is Project Manager, Kris Kofoed, PE. Kris brings 18 years of experience in providing civil engineering services for public agency projects. He will be the primary point of contact for this contract and will work hand-in-hand with County staff. His time-sensitive approach to managing projects has resulted in expedited project completion and adherence to project budgets, schedules, and goals. Kris will be directly responsible for contract management and the coordination of all technical work to make sure that project issues and action items are addressed.

In order to meet the County’s needs for this project, we have assembled a team with the expertise and practical experience required to successfully deliver this project. The following table summarizes the qualifications and experience of our proposed personnel.

Name, Role, and Years of Experience	Education and Licenses/Certifications	Areas of Expertise	Similar Project Experience	Availability
KEY STAFF				
Kris Kofoed, PE <i>Project Manager</i> 18 years (All with DE)	<ul style="list-style-type: none"> BSCE CA PE #C76736 	<ul style="list-style-type: none"> Project Management Roadway Design Complete Streets 	<ul style="list-style-type: none"> Garden Avenue ATP AC Overlay Project 2025, Phase B Olivehurst Roadway Climate Resiliency Project 	55%
Juann Ramos, PE <i>Principal-in-Charge</i> 32 years (25 with DE)	<ul style="list-style-type: none"> MSCE & Env Engineering BS Env Engineering CA PE #C61931 	<ul style="list-style-type: none"> Project Management Project Delivery QA/QC Management 	<ul style="list-style-type: none"> Avenue 416/El Monte Way Widening Capital SouthEast Connector, Segment D3/E1 Highway 59 Widening 	35%
Matthew Sullivan-Madril, PE <i>Project Engineer</i> 11 years (All with DE)	<ul style="list-style-type: none"> BSCE CA PE #C89908 	<ul style="list-style-type: none"> Roadway Design Construction Staging Cost Estimates 	<ul style="list-style-type: none"> Green Tree Boulevard Extension Crescent City ADA Phase 1 East Campus Loop Road 	60%
Zach Liptak <i>Environmental Lead</i> 14 years (All with DE)	<ul style="list-style-type: none"> BS Env Science FHWA Traffic Noise Model INCE 	<ul style="list-style-type: none"> CEQA/NEPA Noise & Air Environmental Construction Support 	<ul style="list-style-type: none"> Thermal/Oasis ATP Project Canal Street Bicycle and Pedestrian Improvement Project, Phases 1 & 2 Arnold Rim Trail 	45%
Jamie Formico, SR/WA, R/W-RAC-NAC <i>Right of Way Support</i> 20 years (12 with DE)	<ul style="list-style-type: none"> BS Criminal Justice CA Real Estate Broker #01445531 CA Notary #2326275 SR/WA #5614 	<ul style="list-style-type: none"> Negotiations Relocation Assistance 	<ul style="list-style-type: none"> Las Plumas Avenue/Lincoln Boulevard SRTS SR-99 Corridor Bikeway Facility Phase 5 Diestelhorst to Downtown Non-Motorized Improvements 	40%



Kris Kofoed, PE

PROJECT MANAGER

Education

2007, BS Civil Engineering, California Polytechnic State University, San Luis Obispo

License/Certification

California Professional Civil Engineer, #C76736

Experience

18 years (All w/ Dokken)



Mr. Kris Kofoed has 18 years of experience in transportation design specializing in the preparation of project PS&Es and reviews roadway design calculations and submittals for bridge and roadway projects throughout California. Kris has led the design of multiple interchange, roadway, and bridge projects. Kris also has experience with interagency, railroad, and utility coordination with his extensive knowledge in AASHTO, Caltrans, and local agency design guidelines and standards.

Garden Avenue ATP | Yuba County, CA

Project Manager | Kris led this project which aimed to improve safety and connectivity in Linda, CA. It encompasses curb, gutter, sidewalk, bike lanes, striping, and drainage upgrades. Funding for the project is from the Active Transportation Program and local sources. In addition to the project improvements, extensive utility coordination has been required to relocate, 40 overhead poles, and determine possible conflicts water and sewer conflicts with over 60 residential parcels. Dokken provided professional engineering and design for road widening, drainage, and pavement rehabilitation. Kris was responsible for overseeing the preparation of the project PS&E, utility coordination, identification and mitigation of right of way impacts, and assisted the County with bidding and construction support.

Olivehurst Roadway Climate Resiliency Project | Yuba County, CA

Project Manager | Kris is leading the effort on this project involves the development of a resilient transportation infrastructure in Olivehurst, California, focusing on mitigating vulnerabilities to localized flooding during extreme precipitation events. The scope includes the installation of storm drain systems, curb, gutter, sidewalk, ADA ramps, bike lanes, striping, and traffic control devices, with targeted improvements along specific streets and segments, alongside associated road rehabilitation and drainage enhancements to facilitate

multi-modal transportation and promote walking and bicycling in the community.

AC Overlay Project 2025, Phase B | Sacramento County, CA

Project Manager | Kris led the effort on this project which involved pavement rehabilitation and pedestrian accessibility upgrades in ten (10) communities throughout Sacramento County. Kris was responsible for data collection, field reviews, base repair and ADA ramp mapping, utility base mapping, pavement coring, preparation of a Full Depth Reclamation (FDR) mix design, and final plans. The project finished design in April 2025 and construction started in August 2025. The Project is expected to be fully constructed by April 2026.

34th Street Rehabilitation | City of Sacramento, CA

Project Manager | Kris was the Task Order Manager for this project that rehabilitated approximately 3/4 of a mile of local road in the City of Sacramento; rehabilitation strategies included full depth repairs, micro-surfacing, and cold plane and overlays. The project also included the restriping of 34th Street to provide class II bike lanes and formal on street parking. A safe route to school study was previously prepared and components of that study were added to the project; these improvements included, sidewalk bulb-outs, rectangular rapid flashing beacons and high visibility cross walks. The project was designed in three months and construction was completed in Summer 2022.

Avenue 66 Grade Separation | Riverside County, CA

Project Engineer | Kris is the Engineer of Record for this project that constructed a new grade separation bypass south of the existing Avenue 66 alignment in the Community of Mecca in Riverside County, connecting SR 111 to Avenue 66. The realigned SR-111, constructed a new county road and included a 900' long bridge spanning UPRR, SR-111, and a local road. Delivery of the project was accelerated to capture available TCIF for railroad grade separation projects. Utility coordination was a major component due to the accelerated schedule and three utility conflicts located with the railroad. Additional coordination was required with UPRR to implement all relocations within their right of way. Project construction was completed in Fall of 2022.

Additional Relevant Experience:

- Bear Valley Road Overhead At BNSF | City of Victorville, CA
- I-10/Portola Avenue Interchange | City of Palm Desert, CA
- Caltrans 1&2, Crescent City ADA Improvements | Crescent City, CA



Juann Ramos, PE

PRINCIPAL-IN-CHARGE

Education

1999, MS Civil and Environmental Engineering, California Polytechnic State University, San Luis Obispo

1994, BS Environmental Engineering, California Polytechnic State University, San Luis Obispo

License/Certification

California Professional Civil Engineer, #C61931

Experience

32 years (25 w/ Dokken)



Mr. Juann Ramos brings 32 years of transportation engineering and project management experience. Juann specializes in leading teams in the delivery of roadway, interchange, and bridge projects for local agencies.

His experience includes managing on-call contracts; preparation of Project Study Reports and Project Reports; Environmental Document coordination; and PS&E bid documents. Juann is an expert in the preparation of geometric plans and specifications for highway systems, conventional roadways, and site related improvements, such as bikeway planning and design, right of way engineering and traffic control.

Avenue 416/El Monte Way Widening | Dinuba, CA

Project Manager | This \$50M project widened and realigned Avenue 416, changing the existing two-lane rural road into a modern 4-lane facility. The project was built in two independent segments: Phase 1 was delivered by the City and Phase 2 delivered by the County. The City segment includes 5 lanes with 4 through lanes, a continuous 2-way left turn lane, sidewalks, limited on-street parking, complete ADA compliant pedestrian facilities, 4 new signalized intersections and a reconstructed at-grade railroad crossing. The County segment includes 4 through lanes with shoulders and turn pockets at major intersections, plus a major realignment. A total of 90 parcels were impacted and required acquisition, plus 20 relocations of businesses or residences were completed. Juann was responsible for the overall project management and the delivery of roadway design, construction staging, phased PS&E, and bidding and construction assistance. Both phases of the project are complete.

Capital SouthEast Connector, Segment D3/E1 | City of Folsom, Sacramento County and El Dorado County, CA

Project Manager | This \$30M project is a gap closure project in Sacramento County and the City of Folsom and is the first project delivered by the JPA. From the

completed Sacramento County improvements on White Rock Road at Prairie City Road intersection to Carson Crossing Road, White Rock Road was reconstructed on a new alignment and profile as a 4-lane expressway (to JPA standards) with a center earth median and an adjacent Class I bike/pedestrian trail on the north side. Intersections were signalized. Scott Road and Prairie City Road were realigned to connect at the new intersection with White Rock Road. Juann was responsible for all aspects of the project, including setting alignment and profile, working the CMGC team for 18 months, developing numerous alternatives with quantities, the final roadway design, extensive utility relocation, drainage (both on-site and off-site), Right of Way needs, complete project delivery oversight, and coordination with the design team, subconsultants, numerous adjacent developers and their design teams, project stakeholders and JPA staff, as well as leading design support through construction. This project is complete.

Highway 59 and Black Rascal Creek Bridge Widening | Merced, CA

Project Manager | Highway 59 through the City of Merced experiences significant levels of congestion. The project will widen the existing two-lane conventional highway to a four-lane urban arterial. Additionally, the existing Black Rascal Creek Bridge will be replaced, and the creek realigned to improve hydraulics within the channel and provide freeboard requirements per the Central Valley Flood Protection Board. Responsibilities include full oversight of the project schedule and budget and coordination with Caltrans.

Avenue 66 Realignment | Riverside County, CA

Project Manager | This project provided preliminary engineering, environmental services, final PS&E and construction support for the realignment of Avenue 66 over the UPRR tracks in the Community of Mecca. As part of the roadway realignment the project constructed new sidewalks, a Class I multi-use path, new curb ramps, and completed a pedestrian connection to the previously constructed Grapefruit Boulevard improvements by the County. There was extensive utility coordination with electrical, water, sewer, irrigation, petroleum, and communication companies. It also provided the community with project aesthetics that met their wants and needs. Juann was responsible for the overall project management and the delivery of roadway design, construction staging, and bidding and construction assistance. The project completed construction in Spring 2022.

Additional Relevant Experience:

- Laguna & Whitehouse Creek Pedestrian Feasibility Study | Elk Grove, CA



Matthew Sullivan-Madril, PE

PROJECT ENGINEER

Education

2015, BS Civil Engineering, San Diego State University

License/Certification

California Professional Civil Engineer, #C89908

Experience

11 years (All w/ Dokken)



Mr. Matthew Sullivan-Madril is a Senior Engineer with experience in roadway design, stage construction and traffic handling design, pavement delineation, signing, and utilities relocations. Mr. Madril is proficient in both Microstation V8i, AutoCAD Civil 3D, InRoads, and OpenRoads design software.

Golf Course Drive Widening Improvements | San Diego, CA

Project Engineer | The project will widen Golf Course Drive from 26th Street to the intersection of 28th & Date Street to include buffered bike lanes with vertical concrete curb (Cycle Track) and a 5-foot sidewalk. A portion of the roadway will be re-aligned through the 9-hole golf course and access will be restricted along the existing horseshoe roadway. Other design elements include pavement rehabilitation, constructing retaining walls with safety barrier, bioretention basins, and ADA-compliant curb ramp upgrades. Responsible for overseeing the roadway design, coordination with subconsultants, and ensuring on-time delivery of the PS&E for all project milestones.

State Route 99 Rehabilitation from El Dorado Street to Clinton Avenue Project | Fresno, CA

Project Engineer | This project is proposing roadway rehabilitation on State Route 99 from 0.2 mile south of the El Dorado Street Overcrossing to the Clinton Avenue Overcrossing in Fresno County. The project also proposes to replace the El Dorado Street, Belmont Avenue, and Olive Avenue Overcrossings as well as the Kerman Branch Underpass railroad structure, widening the Nielsen Avenue and McKinley Avenue Undercrossings, and removing the Teilman Avenue Overcrossing. The project also includes new auxiliary lanes, retaining walls, and pumping plans. Matthew is responsible for the design and coordination of over 5,000 LF of water line replacement, design of local storm drain & sewer modifications, and preparation of cost estimates.

South Bay Maintenance Facility – Zero Emissions Bus Program | San Diego, CA

Project Engineer | This project completed civil site improvements at the South Bay Maintenance Facility to support the transit agency's transition to a zero-emission bus fleet. The project includes installation of charging infrastructure and associated site modifications necessary to accommodate electric bus operations. Matthew is responsible for the design and coordination of civil improvements including grading, drainage, and utility modifications required to support the charging infrastructure. Responsibilities also include coordination with electrical, structural, and facility design teams to integrate the civil improvements with the overall facility layout while maintaining operational functionality of the maintenance yard during implementation..

Prospect Ave & Mesa Rd Intersection Improvements | Santee, CA

Project Engineer | This project completed realignment and reconstruction of the existing intersection at Prospect Avenue and Mesa Road to improve safety, circulation, and multimodal accessibility. The project includes roadway geometric improvements, new sidewalks, stormwater basins, and green street features to enhance pedestrian connectivity and support sustainable stormwater management. Matthew is responsible for civil design and coordination of roadway grading, drainage improvements, and integration of green street elements, as well as preparation of design plans and coordination with the project team to incorporate the improvements within the existing corridor constraints.

Crescent City ADA Phase 1, Caltrans District 1 | Crescent City, CA

Lead Roadway Engineer | Matthew was responsible for preparation of the PS&E package for this ADA and safety improvements project in Crescent City for Caltrans District 1. Project improvements included sidewalk, design of 50+ curb ramps and driveway upgrades for ADA compliance; pedestrian crossing structure over an environmentally sensitive channel; one traffic signal modification; storm drain system modifications as needed for curb ramp improvements; utility coordination resulting in minimal relocations; and modifications to signing/stripping using continental crosswalks. Final PS&E included 84 modified curb ramps and 10 new ones along with nearly 100 ADA compliant driveway designs.



Zach Liptak

ENVIRONMENTAL LEAD

Education

2014, BS Environmental Science, California State University, Sacramento

License/Certification

Institute of Noise Control Engineers (INCE)
Environmental Applications of GIS for ESRI ArcMap
GIS Mapping Software
FHWA Traffic Noise Model 2.5 (TNM 2.5)

Experience

14 years (All w/ Dokken)



Mr. Zach Liptak is a Senior Environmental Planner/Noise and Air Specialist with 14 years of experience in the various stages of environmental compliance including NEPA/CEQA environmental documents, regulatory permits, and technical studies. Zach has experience assisting with Federal and State of California regulatory permitting and compliance with environmental laws and regulations. Zach is skilled in scoping, inventory, and analysis of environmental resources, specifically noise and air, which may be impacted by public agency projects.

Thermal/Oasis ATP Project | Riverside, CA

Environmental Lead | The Thermal/Oasis Active Transportation Project is a 14-mile-long sidewalk and Class I trail project in the communities of Thermal and Oasis within Riverside County. The project area is also within tribal land of the Torres-Martinez Desert Cahuilla Indians. Culvert extensions, low water crossings, and bridge are needed where the trail crosses waterways. The project also includes drainage improvements, utility relocation(s), and right of way acquisition, including partial acquisitions and temporary construction easements. Due to the use of ATP funds, and being on federal tribal lands, Zach has coordinated with Caltrans and the Bureau of Indian Affairs to obtain NEPA approval from both agencies. Zach has overseen preparation of all environmental technical studies for cultural resources, including coordinating over 150 shovel test pits to determine if cultural resources are within the trail alignment, as well as coordinated biological surveys in compliance with the CVMSHCP. Zach was also responsible for preparation of the CEQA ISMND, including circulation for public review, hosting a public meeting with the community, and finalizing the environmental document. The BIA NEPA CE was issued in 2022 and the Caltrans NEPA CE and CEQA ISMND were approved Summer 2023.

Environmental Services On-Call | Riverside County

Environmental Planner | Dokken is currently under contract with the County of Riverside to provide on-call environmental services for a multitude of projects ranging from active transportation trail projects to roadway widenings to bridge projects. Zach is responsible for management of multiple task orders for projects, including oversight and preparation of technical studies, environmental documents, regulatory permitting, and construction monitoring and environmental commitment implementation. Through the County's on-call, Zach has been responsible for the Salt Creek Trail Project, a seven mile long trail, the Thousand Palms Canyon Road Widening Project, a roadway shoulder improvement projects, Skyview Pedestrian Bridge Project, a new pedestrian bridge over an environmentally sensitive wetland area, North Indian Canyon Roadway Widening, a two mile widening from two to four lanes, and multiple jurisdictional determinations for small culvert replacement projects.

Canal Street Bicycle and Pedestrian Improvement Project, Phases 1 & 2 | Placerville, CA

Environmental Lead | This project will create a safer space for bicycle travel and will bring driver awareness to potential bicyclists in the road. Phase 1 will replace sidewalk and add a southbound Class II bicycle lane and a northbound Class III shared bicycle facility on Canal Street and construct new sidewalk on Combella Road. Phase 2 will improve Canal Street from El Dorado High School to US Highway 50, addressing gaps in bicycle and pedestrian networks, poor pavement, outdated utilities, narrow ADA-noncompliant sidewalks, inadequate storm drainage, and lack of bicycle facilities. Zach was responsible for preparing the PES Forms for both Phase 1 and 2, coordinating with Caltrans to confirm a cultural screened undertaking was appropriate, and oversight of the combined NES-MI for biological resources and ISA for hazardous waste. Due to the minimal impacts to resources, Phase 1 and 2 were approved with NEPA CEs and CEQA CEs in Spring 2025.

Arnold Rim Trail | Calaveras County, CA

Environmental Planner | This project constructed a paved bike path within Stanislaus National Forest lands to improve mobility within the rural community of Arnold. Zach was responsible for preparing the FHWA (Caltrans) and U.S. Forest Service Scoping Documents, conducting Section 106 consultation with Native Americans, preparing technical memorandums for noise, visual, community, 4(f) impacts, hazardous waste, and cultural and biological resources to secure a NEPA CE from USFS and Caltrans.



Jamie Formico, SR/WA, R/W-RAC-NAC

RIGHT OF WAY SUPPORT

Education

2001, BS Criminal Justice, California State University, Sacramento

License/Certification

CA Licensed Real Estate Broker #01445531

CA Licensed Notary #2326275

Senior Right of Way Designation (SR/WA) #5614

Negotiation Certifications (R/W-NAC)

Relocation Certification (R/W-RAC)

Experience

20 years (12 w/ Dokken)



Ms. Jamie Formico has 20 years of right of way project management, real property acquisition and relocation experience. She is an active member of the International Right of Way Association, past Vice Chair of the International Transportation Committee, and past president for Chapter 27. She specializes in right of way project management, utility relocation, and railroad coordination.

Las Plumas Avenue/Lincoln Boulevard SRTS | Butte County, CA

Right of Way Manager | This project installed bike lanes, sidewalks, pedestrian crossing safety enhancements, and driver feedback signs along Las Plumas Avenue and Lincoln Boulevard. The project includes gap closures on two main corridors of the routes to four schools located within a half mile of each other. Jamie is responsible for project management, title research, document preparation, escrow coordination, and Caltrans right of way certification coordination.

SR-99 Corridor Bikeway Facility Phase 5 | Chico, CA

Right of Way Manager | This project constructed a Class I bikeway street overcrossing above East 20th Street while establishing a bikeway gap closure. The bikeway would enhance the safety of pedestrians and bicyclists by creating a route that is separate from traffic congestion on 20th Street. Additional safety features of the path include lighting, security cameras and the removal of thick vegetation, to increase visibility on the bikeway. Jamie was responsible for managing all aspects of right of way.

Diestelhorst to Downtown Non-Motorized Improvements | Redding, CA

Right of Way Manager | This project will construct sidewalk gap completion, improved intersection facilities,

corridor lighting, enhanced crossings and dedicated cycling and pedestrian pathway with a combination of Federal and City funding. Jamie was responsible for project management, obtaining plat maps and legal descriptions, providing preliminary title reports, and acquisition services.

SR 12/26 Intersection Improvements | Calaveras County, CA

Right of Way Manager | Jamie was responsible for managing appraisal and acquisition services required for the project. The project involved improvements to the intersection which consisted of widening SR 12/26 with the addition of a free right movement from northbound SR 26 onto the eastbound SR 12/26 and a left turn pocket from westbound 12/26 onto southbound SR 26 as well as provide pedestrian facilities. These improvements are necessary to reduce traffic congestion and improve overall traffic operations at the SR 12/26 intersection for both existing and future conditions.

Girvan Road Railroad Crossing | Redding, CA

Right of Way Manager | Improvements for this project involved the installation of a bicycle and pedestrian facility on the north side of the crossing linking areas of Westside Road /Girvan Rd to SR-273/Rancheria Road and a pedestrian path-of travel across the railroad tracks. Jamie was responsible for all aspects of right of way including acquisition services and Caltrans right of way certification.

Monge Ranch Road Final Design | Calaveras County, CA

Right of Way Manager | This project will replace the Monge Ranch Road Bridge over Coyote Creek. The existing bridge over Coyote Creek, constructed in 1935, is a single-lane, 11.8-foot wide and 42 foot long two-span steel girder bridge with a timber deck and timber railing. The project will eliminate substandard load limits and scour critical foundation elements, bring the bridge up to current geometric and structural standards, and provide residents, motorists, pedestrians, and emergency vehicles a safe, all-weather path of travel across Coyote Creek. Ms. Formico was responsible for all aspects of right of way acquisition.

Bechelli Lane Improvement | Redding, CA

Right of Way Manager | This project will improve Bechelli Lane by constructing buffered bike lanes, separated bike lanes, sidewalks, accessible driveways, curb ramps, enhanced crossings with rapid flashing beacons, and refuge islands. Jamie was responsible for managing all aspects of right of way including acquisition services and Caltrans right of way certification.

Additional Relevant Experience:

- Eastside Rd & Sharon Ave Bridges | Redding, CA



WORKING RELATIONSHIP WITH COUNTY

Our team has built its reputation through decades of work with a broad range of public agencies across the state. Over the years, we've collaborated with cities, counties, regional transit providers, utility districts, and state-level organizations on projects large and small. These long-standing relationships have given us a clear understanding of how public agencies operate and what it takes to move projects forward in environments where coordination, transparency, and regulatory compliance are essential.

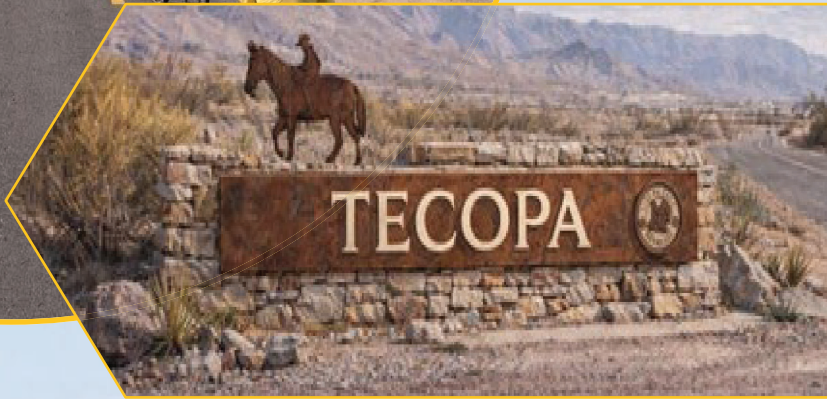
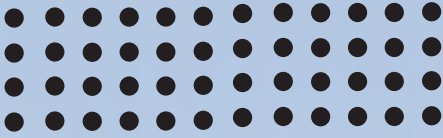
Because of our ongoing work with multiple agencies, we've become very familiar with their internal processes, expectations, and preferred ways of working. This insight allows us to keep projects moving efficiently from early planning through construction. Whether a project requires straightforward coordination or involves several agencies with shared responsibilities or funding, our team is comfortable navigating those situations and keeping all parties aligned.

Many of our engineers and project managers are currently involved in on-call or as-needed assignments with various public organizations. These active roles give us up-to-date awareness of regulatory changes, procedural updates, and evolving agency priorities. That real-time understanding helps us anticipate what reviewers will need, streamline communication, and reduce the chances of delays or misunderstandings.

We also bring a solid grasp of the public-sector procurement process. Our experience includes responding to competitive solicitations, understanding the nuances of RFPs and RFQs, and working within the documentation and compliance requirements that come with publicly funded work. We recognize the importance of accountability, fairness, and transparency in procurement, and our approach consistently reflects those principles.

Taken together, our experience, agency relationships, and familiarity with public procurement enable us to deliver work that meets technical goals while respecting the unique considerations of government projects.

Although Dokken has not previously worked directly with Inyo County, we are currently supporting Caltrans District 9 under an on-call contract. In addition, we have extensive experience working with two neighboring counties—Tulare County and San Bernardino County. Our team is also well-versed in delivering projects in desert environments, having constructed over a dozen projects throughout the Coachella Valley for Riverside County and several local cities. While each agency has its own specific processes and preferences, their overarching goals are consistent, and we are accustomed to adapting our approach to meet those needs effectively.



QUALIFICATIONS & EXPERIENCE



3. Qualifications & Experience

ABOUT DOKKEN ENGINEERING

Founded in 1986, Dokken Engineering (Dokken) is a multi-discipline, professional services firm specializing in all phases of project development and delivery, including preliminary engineering, environmental documents, feasibility studies, PSRs, PA&EDs, PS&Es, and design support during construction. During the past 39 years, we have developed an exceptional depth of experience and expertise having engineered and obtained environmental compliance on more than 3,000 infrastructure projects, including more than 2,500 federally funded projects.

Many of our staff have experience working previously for and directly with local agencies or resource agencies. Through this combined experience, we can better understand the circumstances of our clients' projects and meet their needs by developing the best approach and innovative solutions for project delivery. As a result of our collective experience, we save our clients valuable time and money in delivering their projects.

We employ a diverse group of over **170 civil, structural, traffic, hydraulics/hydrology, and drainage designers, as well as environmental planners, community outreach experts, funding, and right-of-way specialists**, who together provide seamless and cost-effective project delivery. Due to our size, and our in-house service sectors, we can immediately provide a team of professionals to meet your project's schedule needs.

Dokken Engineering's performance is measured by our ability to successfully deliver quality infrastructure projects throughout California and serving a variety of public agency clients. **The majority of Dokken's clients are repeat clients!** This attests to our abilities and history of providing quality services, meeting schedules, and remaining within budgets. Dokken has a long, distinguished history of delivering award-winning projects that have been completed throughout California. No other firm has a greater record of professional civil engineering project success than Dokken Engineering. But don't take our word for it, call our references.

FAMILIARITY WITH SERVICES

Dokken is highly regarded for its expertise in designing bike trails and multi-use paths, both with and without pedestrian overcrossings and undercrossings. Dokken offers a full range of engineering services including alternative analysis, feasibility studies, grant writing, environmental permitting, as well as utility and right of way coordination. Our innovative, cost-effective solutions have saved clients millions of dollars and helped secure millions in grant funding. With experience on over 50 bikeway and trail projects across California, we excel at



navigating the complexities of infrastructure development and funding requirements. Our track record includes successful collaborations with numerous public agencies, ensuring projects are efficiently funded, designed, and constructed.



HEADQUARTERS:

110 Blue Ravine Road, Suite 200
Folsom, CA 95630

Branch Offices:

2192 Civic Center Drive
Redding, CA 96001

1450 Frazee Road, Suite 100
San Diego, CA 92108

101 Pacifica, Suite 350
Irvine, CA 92618

Organization Form: CA Corporation

Year of Incorporation: 1986

Total No. of Employees: 172

Firm Capabilities & Expertise:

- Project Management
- Multi Use Pathways
- Street Improvements
- Structure Design
- Accessibility
- Caltrans Coordination
- Roadway/Highway Design
- Bridge
- Stormwater
- Erosion Control
- Drainage
- Hydrology/Hydraulics
- Water/Sewer
- Traffic Signals/Electrical
- Staging/Traffic Control
- Utility Design & Coordination
- Grant Writing
- NEPA/CEQA
- Environmental Permits
- Right of Way Acquisition & Relocation Assistance
- Stakeholder Coordination & Public/Community Outreach

www.dokkenengineering.com



IN-HOUSE EXPERTISE

With numerous technical specialties under one roof, project coordination, and communication are maximized. The following are some of our featured in-house services:



ACCESSIBILITY AND MULTI-USE PATH DESIGN | Active Transportation design is an integral component of Dokken's services. From local safe routes to schools and HSIP projects to crossings at major interstate and railroad crossings, our engineers are experts in ADA, Caltrans HDM chapter 1000 and understand important safety and accessibility requirements unique to Active Transportation. Over the past 39 years, Dokken has designed hundreds of miles of multi-use paths, pedestrian walkways roadway and highway throughout California.



STRUCTURES DESIGN | Dokken has successfully completed hundreds of structure designs, from rural two-lane HBP bridges to complex multi-level freeway-to-freeway interchanges. Additional structure designs include pedestrian overcrossings, bicycle bridges, viaducts, and retaining/sound walls. Dokken has also provided seismic stability evaluations, retrofit plans, specifications, and estimates. Our structures team has innovative and cost-effective design solutions, which save our clients millions of dollars. Paying careful attention to the details of a project's setting, along with client and community feedback, our designs meet the unique conditions of each project.



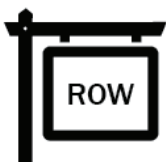
WATER RESOURCES | Dokken employs professional engineering staff with extensive experience in all aspects of water resources design including hydraulic analysis, design of water and sewer pipelines, design of bridge crossings, hydraulic modeling using Innovyze and Bentley software, design of basins, and stormwater quality compliance. These staff members are experts in assessing issues, conducting analyses, and coordinating with other disciplines to develop balanced, cost-effective solutions. Our team has provided these services for various public agency infrastructure projects such as water transmission and distribution pipelines, sewer trunk and forcemains, pipeline rehabilitation, pump stations, recycled water pipelines, hydraulic modeling, stormwater drainage, MS4 Permit compliance, and minor TWP upgrades.



UTILITIES | Most of our client's public works projects involve utility relocations and/or new utility infrastructure. The Dokken team is well known for our expertise in private utility relocation coordination, having established long-standing relationships with the prominent utility owners in California. Our team identifies potential utility conflicts in collaboration with the utility owner representatives and develops a comprehensive plan to ensure that all potential conflicts are verified. Our utility experts strive to identify design strategies that allow protecting existing utilities in place to the full extent possible, reducing risk of project delays.



ENVIRONMENTAL PLANNING & PERMITTING | Dokken has an experienced in-house Environmental Services Group that works on our roadway, bridge, and infrastructure projects throughout California. We have established professional working relationships with federal and state regulatory agencies based on technical excellence and a thorough understanding of regulatory processes, including, Environmental Document Preparation (NEPA / CEQA Analysis and Compliance), Technical Studies & Reports, and Environmental Regulatory Permitting & Compliance using a hands-on approach that has accelerated regulatory schedules.



RIGHT OF WAY SERVICES | Dokken has considerable experience preparing right of way documents in accordance with State and Federal regulations. Our in-house Right of Way Agents provide expert acquisition services to support public agency projects including appraisals, title review, negotiation, relocation assistance, railroad coordination, and condemnation where appropriate. One of Dokken's greatest strengths is our exceptional understanding and experience addressing the specific needs of public agency right of way projects and programs. As part of a multi-discipline firm, our right of way team is in constant contact with engineers, environmental planners, public and regulatory agencies, and property owners and play an integral part in bringing projects from planning to construction.



TRUSTED SUBCONSULTANTS

Dokken has utilized many valuable sub-consultants to complete past projects and has compiled an outstanding team for this proposal. The following identifies our proposed subconsultants on the team, a brief description of the firm, and relevant experience.

EARTH MECHANICS, INC.

Role: Geotechnical Engineering



Earth Mechanics, Inc. (EMI), founded in 1989, is a California-based geotechnical and earthquake engineering consulting firm with a long-standing reputation for delivering high quality engineering services for transportation infrastructure. EMI's team specializes in comprehensive site investigations, large-scale geotechnical testing, seismic hazard evaluations, and foundation design for bridges, roadways, drainage structures, tunnels, and multimodal corridors. EMI also provides extensive pavement engineering services that include geotechnical investigations, pavement condition surveys, and design recommendations for both rigid and flexible pavement systems. EMI has supported many successful active transportation and multimodal projects which feature improved pedestrian and bicycle access, along with ADA-compliant facilities.

Relevant Project Experience

- Pacific Avenue Pedestrian & Bicycle Improvements, Jurupa Valley, CA
- Fresno Roadway Improvements, Fresno, CA
- Madera County Geotechnical Engineering Services, Madera County, CA

JRP HISTORICAL CONSULTING, LLC

Role: Architectural Historian



JRP Historical Consulting, LLC, (JRP) is proud of its more than 40 years of experience conducting historical research investigations throughout California and other western states, establishing an exceptional track record for delivering high-quality work. Out of its office located in Davis, California, the firm specializes in historical research studies for National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA) Section 106, and California Environmental Quality Act (CEQA) compliance for historic architectural / built environment resources, producing the full range of compliance documents for historic resources for a wide variety of federal, state, and local agencies.

Relevant Project Experience

- Manor Market Complete Streets, Bishop, Inyo County, CA
- Mammoth Wildlife Crossing Project, Mono County, CA
- Inyokern/Ridgecrest Pavement Project, Kern County, CA

LSC TRANSPORTATION CONSULTANTS

Role: Public Outreach | Funding Support



LSC Transportation Consultants, Inc. is an established, multidisciplinary firm that has been providing transportation planning and engineering services for over 40 years. Their firm has extensive experience in developing regional transportation and transit plans and conducting traffic engineering studies throughout the western and midwestern United States. LSC has specific expertise in planning and traffic engineering for rural communities to mid-size cities. Originally established in 1977, the firm's strength lies in the broad range of experience of its senior and professional staff. LSC is proud to be familiar with the project area, having conducted recent regional transportation and active transportation plans for Inyo County, as well as having led the effort to secure Active Transportation Program grant funding for the Connecting Tecopa: Bicycle and Pedestrian Safety Corridor project.

Relevant Project Experience

- Trinity Short Range Transit Development Plan and Coordinated Transportation Plan, Trinity County, CA
- Calaveras Short Range Transit Plan, Calaveras County, CA
- US 395 Olancho-Cartago Corridor Study, Olancho and Cartago, CA

UNICO Engineering

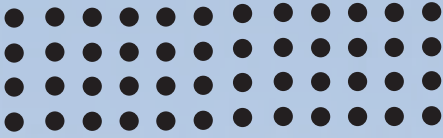
Role: Survey | Right of Way Engineering



Established in 2013, UNICO Engineering is fully committed to providing high quality construction management, engineering, and land surveying services to public and private clients. Their survey team has the technology and experience to address any surveying needs, including topographic mapping, bathymetric (hydrographic) surveys, ALTAs, boundary surveys, construction staking, easements, aerial surveys, right of ways, terrestrial LiDAR scanning and drone surveying. Using the latest in GPS and robotic total station technology, they work efficiently to deliver accurate results. They deliver projects that meet local, state, and federal requirements.

Relevant Project Experience

- Del Rio Trail, Sacramento, CA
- Stanfield Cutoff Roundabout at State Highway 38, Big Bear, CA
- SR-79 Traffic Signal, Temecula, CA



PROPOSER'S EXPERIENCE WITH SIMILAR PROJECTS



4. Proposer's Experience with Similar Projects

The Dokken team offers outstanding experience and technical competence and has successfully delivered projects similar in nature to the Connecting Tecopa: Bicycle and Pedestrian Safety Corridor project. The following examples highlight our ability to provide services similar in size, scope, and complexity. Together, with the technical specialties of our subconsultants, the Dokken team assures Inyo County that our proven management and quality services will be provided.

GARDEN AVENUE ATP | YUBA COUNTY, CA

The Garden Avenue Improvements Project in West Linda, California was undertaken to enhance safety, connectivity, and accessibility for pedestrians, cyclists, and motorists. The project included comprehensive upgrades such as curb, gutter, sidewalk, bike lanes, striping, and drainage improvements. Funding was provided through the Safe Routes to School Program, the Active Transportation Program, and local sources.

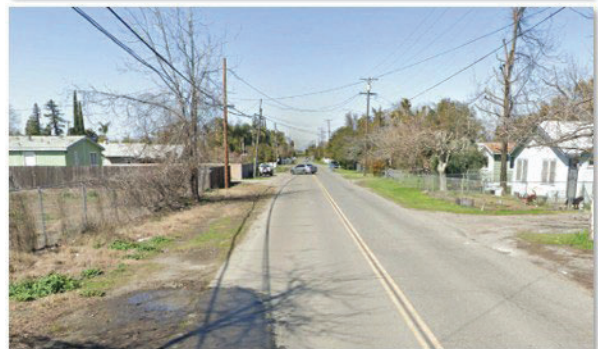
Design Cost: \$285,000

Construction Cost: \$3.4 Million

Completion Date: 2025

Dokken was responsible for the professional engineering and design, which involved road widening, drainage enhancements, and pavement rehabilitation. Early coordination with Yuba County helped evaluate pavement rehabilitation options, initially considering both Full Depth Reclamation (FDR) and grind-and-overlay methods. FDR was ultimately chosen for its superior cost-effectiveness and durability, meeting the project's long-term needs. The design also addressed critical challenges such as extensive utility coordination and impacts to on-street parking.

Garden Avenue's right-of-way contains numerous overhead and underground utilities, including significant PG&E and AT&T facilities, as well as water and sewer lines managed by the Linda County Water District (LCWD). To mitigate schedule risks, Dokken prepared detailed utility conflict maps and worked closely with utility companies through on-site meetings and field reviews. LCWD proactively conducted potholing to verify sewer lateral locations and committed to assist for on-site relocations during construction. The project also faced complexities related to driveway conforms for approximately 70 residential driveways along the corridor. Due to the widening required for pedestrian and bicycle facilities, some driveway reconstructions extended beyond the existing right-of-way. To avoid property acquisition, Dokken identified these areas and assisted the County in obtaining Permits to Enter and Construct (PTECs) from affected property owners.



The design was finalized with a 95% PS&E submittal in October 2023, completed in Spring 2024, and construction commenced that summer. The project has since been completed and the improved roadway is now open to the public, providing a safer, more accessible, and more connected corridor for the West Linda community.

ELK GROVE FLORIN SIDEWALK INFILL | CITY OF ELK GROVE, CA

This project constructed sidewalks, curb ramps, and other pedestrian improvements to eliminate gaps within the pedestrian network along Elk Grove Florin Road, improved access to the Elk Grove Regional Park, and improved walkability for neighborhood children to the nearby school.

Design Cost: \$350,000

Construction Cost: \$2 Million

Completion Date: 2021

Dokken provided project management, preliminary engineering, environmental documentation and permitting, utility coordination, PS&E, and bid/construction support for this project. Design included added or enhanced pedestrian crossings of Elk Grove Florin Road to connect to the existing path system within Elk Grove Park as well as installation of a new flashing crossing light at Lismore Drive to further improve pedestrian safety.

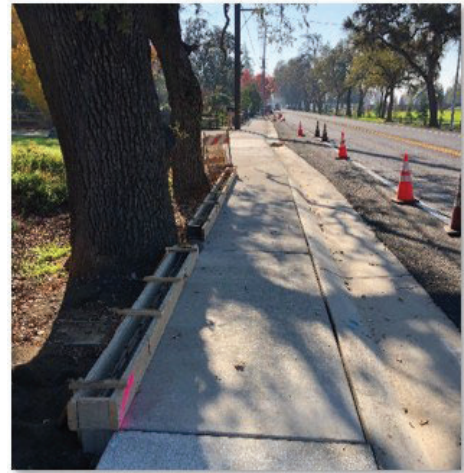


Utility coordination and conflict resolution were a significant task of the project with numerous relocations of main and lateral pipes for gas, sewer, water, electric, and fiberoptic facilities both before and during construction. This required tremendous effort in communication by the Dokken team.

Dokken led extensive outreach efforts with the 14 private property owners and took special care to incorporate their project concerns into the design improvements including under-sidewalk drains to eliminate flooded front lawns, fence replacement designs that accommodated desired fence height/locations, drainage improvements, driveway upgrades, and special retaining walls to minimize fill impacts to several owner's properties. Dokken's early engagement with residents, on-site and in a casual setting during the design phase, was one of the key factors in the successful construction of the project. Dokken maintained these relationships throughout construction, addressing property owner's concerns as quickly as possible, letting them know their concerns had been heard, and following through with appropriate resolutions.

Dokken designed a precast concrete panel sidewalk supported by piles to preserve five mature Oak. To accommodate the trees while still providing ADA-compliant sidewalks, Dokken utilized special design allowances where appropriate, including precast sidewalks and a reduced sidewalk width of 32 inches at the tree locations. Trees impacted by project improvements and unwanted by property owners were removed in advance of construction and before nesting season to not delay construction due to nesting birds.

Construction support focused on a partnering approach to issues: maintaining collaborative relationships with the contractor at all levels, effective communication, and knowledge sharing without directing. This resulted in minimal RFI's and expedited decision-making between the construction team, the City, and Dokken's design team.



DEL RIO TRAIL | CITY OF SACRAMENTO, CA

To facilitate active transportation in the southern neighborhoods of Sacramento, the City of Sacramento contracted with Dokken to take this backbone project of the City's Bikeway Master Plan from concept to construction. The \$12M Del Rio Trail project – for which the low bid opened in August 2022 was within 0.2% of Dokken's estimate – will transform an inactive railway corridor into a new Class I multi-use path. Once used by the Sacramento Southern Railroad for transporting fruit to the delta, this 4.8-mile corridor was listed as surplus property by Sacramento Regional Transit and made available to the City for purchase in 2017.

Design Cost: \$2.4 Million

Construction Cost: \$12 Million

Completion Date: 2024

The Del Rio Trail is an urban multi-use path that will allow cyclists, pedestrians, runners, and dog walkers to travel for miles to access schools, parks, retail centers, and jobs. It provides the potential for recreation amenities and will serve as an alternative commute route into Downtown Sacramento from the south. The trail is located within neighborhoods without protected bikeways and minimal sidewalks.

Dokken provided the following services from concept development through construction support: Feasibility Study, Environmental Documentation/Permitting, Public Outreach, Right of Way; Bike Trail Design; Structural Design; Hydraulics/Hydrology; Funding Assistance; and Project Management.

The project will improve pedestrian and bicycle access throughout the South Land Park and Pocket communities and provide multi-modal connectivity to adjacent communities throughout the Sacramento area. The trail will now provide access to some of Sacramento's most appealing destinations like William Land Park, the Sacramento Zoo, the Sacramento River Parkway, and the Central City downtown job core.

The path included two bridges, a 59-foot modular steel girder creek crossing and an overcrossing of Interstate 5 and Riverside Boulevard. The latter will be on an existing railroad bridge, a 392-foot-long, three-span, continuous, cast-in-place, post tensioned concrete tub girder structure. This bridge was modified to widen the existing 5.5-foot maintenance walkway to a total of 13.0 feet, employing an 8.0-foot reinforced polymer fiber, lightweight concrete cantilever integral with a 5.0-foot-wide topping slab on the top flange of the existing south girder. The new structure will be anchored to the existing girder by drill-and-bond dowels installed in the top of the girder. The project included permanent impacts to a historic railroad; therefore, Dokken's environmental team prepared an EIR to analyze significant impacts that would occur because of the project. Dokken also oversaw NEPA clearance for the project thru Caltrans District 3. Both CEQA and NEPA clearance were



obtained. The CEQA document was later challenged in court. While Dokken strives to daylight and resolve all potential agency and public concerns during the public outreach efforts in the PA&ED phase, it is not always possible to avoid litigation for controversial projects.

Due to permanent impacts to a historic railroad, Dokken's environmental team prepared an Environmental Impact Report (EIR) to assess potential significant impacts. Dokken also prepared and received approval for all NEPA technical studies and the environmental document with Caltrans District 3 and secured all regulatory permits. Although the CEQA document faced a legal challenge, Dokken's thorough EIR ensured its success, avoiding further environmental analyses or public circulation. The project was completed and opened to the public in early 2024.



GATEWAY ACTIVATION PROJECT | CITY OF CITRUS HEIGHTS, CA

Dokken is providing engineering and environmental services for the City of Citrus Heights Gateway Activation Project. The project will provide community-based multimodal and accessibility improvements along Old Auburn Road between Roberts Creek Court and the City's border with Roseville, and along Wachtel Way between the Arcade-Cripple Creek Trail and Old Auburn Road. The proposed complete streets improvements will include filling gaps in pedestrian and bicycle facilities, enhancing intersections, adding pedestrian crossings, implementing streetscape enhancements, and strengthening connections to existing and planned local and regional multi-use paths.

Design Cost: \$2 Million

Construction Cost: N/A

Completion Date: On-going

Funded through a State General Fund grant, the project includes Preliminary Engineering, Community Outreach, Environmental Documentation, Plans, Specifications and Estimates (PS&E), Right-of-Way Acquisition, and Construction Design Support.

A robust community engagement process is central to this project, ensuring that community-based solutions are developed to transform Old Auburn Road and Wachtel Way into Complete Street Corridors. The project team is evaluating existing conditions, analyzing collision trends, and identifying deficiencies, with the goal of implementing Complete Street solutions that enhance safety, accessibility, and mobility for all users. The project aims to improve connectivity to key destinations, including neighborhoods, parks, open spaces, residences, and trail networks within and beyond the City limits. By implementing these multimodal and roadway improvements, the project will enhance accessibility, safety, and operational efficiency along Old Auburn Road and Wachtel Way, creating stronger connections between existing and future transportation facilities in Citrus Heights, Roseville, and Sacramento County. Dokken's extensive experience developing and delivering active transportation projects will help guide the City through the approval process and into construction!





SR-99 CORRIDOR BIKEWAY FACILITY, PHASE 5 | CITY OF CHICO, CA

Dokken prepared the Feasibility Study Report (FSR) and prepared the ATP grant application, ultimately securing all funding for the City of Chico SR-99 Bikeway Facility Phase 5 project. The FSR was used as the basis for 2019 ATP Small Urban and Rural Component Cycle 4 Grant Application. Based on the level of effort put into the FSR and application, the City successfully attained \$10M in construction funds and \$2.5M in ROW funds from the Federal ATP Program. Dokken went on to provide engineering, environmental, and right of way acquisition services to complete PA&ED and PS&E. The project completed construction in 2025.

Design Cost: \$2 Million

Construction Cost: \$16 Million

Completion Date: 2025

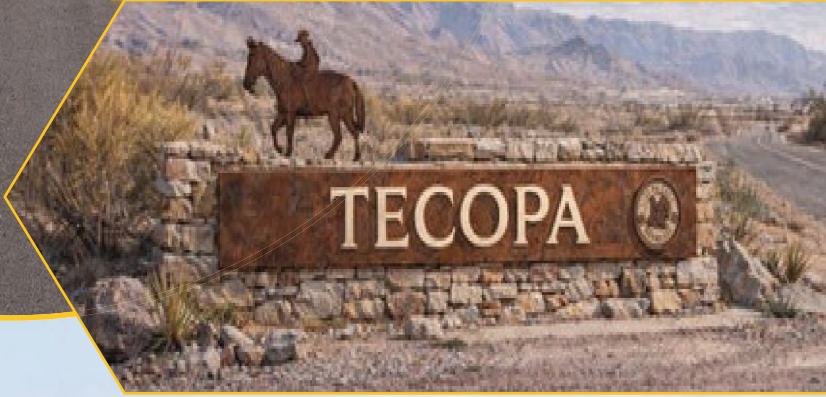
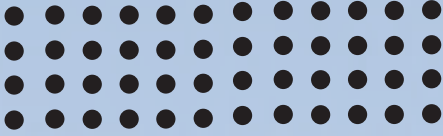
The objective of the project is to establish a north-south gap closure across East 20th Street and a functional gateway aesthetic crossing over 20th Street with approach trail following the on- and off-ramps. Early in the project development, the preferred alternative received support from the neighboring businesses, the City Council and Caltrans. The project was fully funded through ATP and received the highest project score and largest funding amount in the Small Urban and Rural category of the ATP Cycle 4 funding.

The SR-99 Bikeway is a regional facility that mostly parallels the SR-99 corridor from the southern City limits to the northern City limits and is slightly greater than seven miles in length. Phase 5 closes the gap between the Class I facility constructed in Phase 1 and the new Class I facility to be constructed in Phase 4. Additional safety features of the path include lighting, security cameras and the removal of thick vegetation to increase visibility on the bikeway.

Dokken's in-house right of way team managed all aspects of right of way including 12 Permits to Enter and Construct and 10 acquisitions. The project has received its Right of Way Certification from Caltrans and construction began in 2023.

Dokken's in-house environmental team led all environmental aspects of the project, which included preparation of various technical studies, development and circulation of the CEQA Initial Study with Mitigated Negative Declaration, coordination with various stakeholders, and securing final CEQA and NEPA approvals. Dokken's close relationship with Caltrans expedited the environmental schedule. Through the early assessment of resources and ongoing coordination with the design team and the City, the bikeway was able to avoid impacts to jurisdictional waters and minimize impacts to City protected trees. Each phase of the project was completed on schedule and was within budget and the project was opened in September 2025.





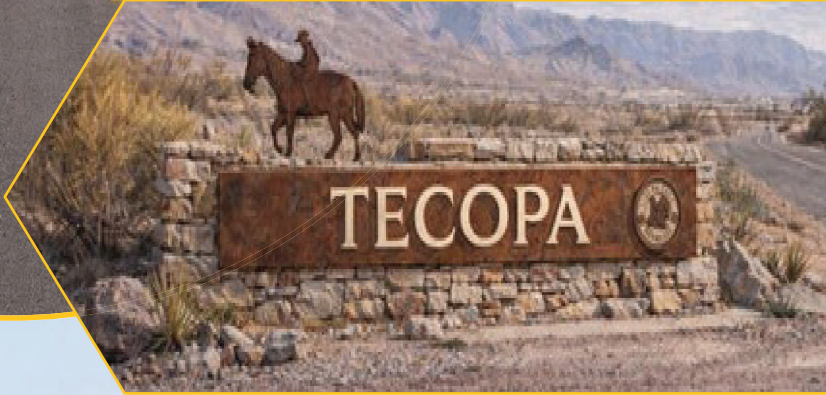
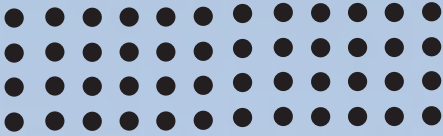
REFERENCES



5. References

We are proud to include the following references in response to your RFP. Each can attest to our firm and key team member's responsiveness and project, cost, and schedule management capabilities. We encourage you to contact each for a thorough discussion of their experience with our team.

CLIENT REPRESENTATIVE	ADDRESS	CONTACT INFORMATION
Chris Brady <i>Project Manager</i> Yuba County	Yuba County 915 8 th Street, Suite 125 Marysville, CA 95901	(209) 505-1891 cbrady@yuba.gov
Umer Ahmed <i>Project Manager</i> Riverside County	Riverside County 14th Street Annex 3525 14th Street Riverside, CA 92501	(951) 955-1637 uahmed@rivco.org
Adelina Huerta <i>Assistant Public Works Director, Design Construction Division</i> Contra Costa County	Contra Costa County 255 Glacier Drive Martinez, CA 94553	(925) 313-2305 adelina.huerta@pw.cccounty.us
Ken Wick <i>Senior Civil Engineer</i> Sacramento County	County of Sacramento 4111 Branch Center Road Sacramento, CA 95827	(916) 826-6460 wickk@saccounty.gov
Carlos Gonzalez <i>Engineer III</i> Tulare County	Tulare County 5961 South Mooney Boulevard Visalia, CA 93277	(559) 624-7159 CGonzalez3@tularecounty.ca.gov

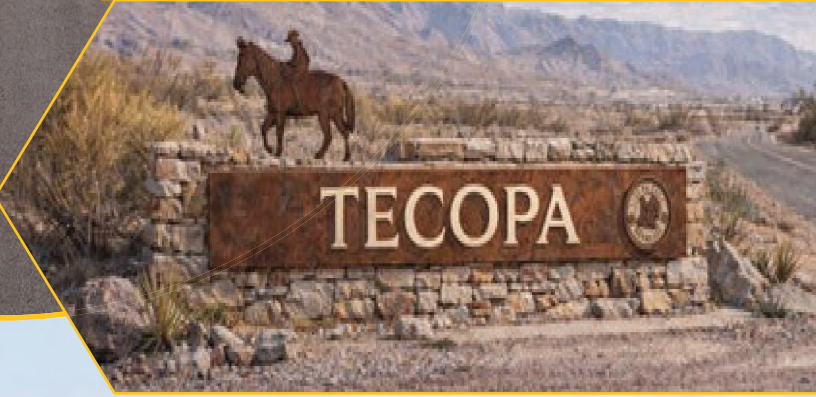
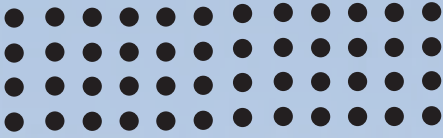


ABILITY TO ENTER INTO THE INYO COUNTY MASTER SERVICES CONTRACT



6. Ability to Enter into the Inyo County Master Services Contract

Dokken Engineering does not take any exceptions to the RFP and intends to comply with contract terms and conditions as delineated in this RFP, including, but not limited to the County's Contract.

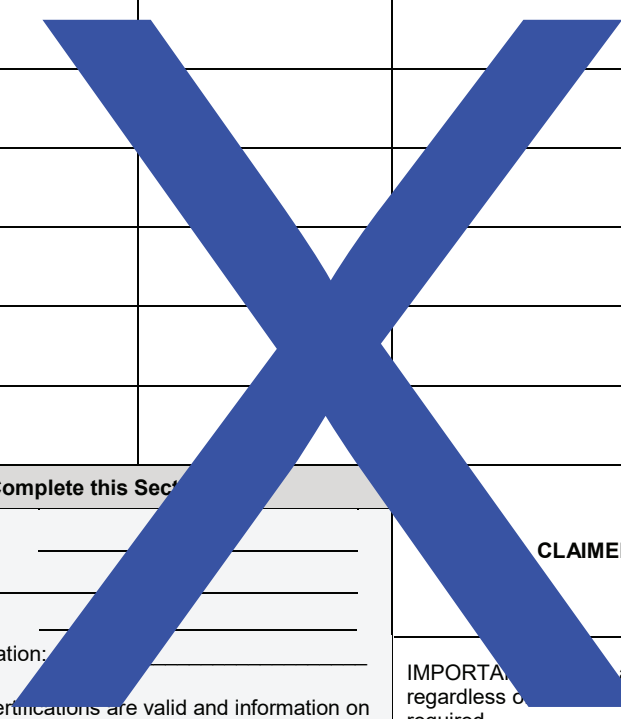


REQUIRED FORMS

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT
Not Applicable per DLA Office Bulletin #25-07R2

1. Local Agency: Inyo County 2. Contract DBE Goal: _____
 3. Project Description: Connecting Tecopa: Bicycle and Pedestrian Safety Corridor
 4. Project Location: Inyo County
 5. Consultant's Name: Dokken Engineering 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %



Local Agency to Complete this Section			
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ _____ Consultant's Ranking after Evaluation: _____		CLAIMED DBE PARTICIPATION %	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: All DBE firms being claimed for credit, regardless of whether a confirmation of each listed DBE is required.	
_____ 21. Local Agency Representative's Signature	_____ 22. Date	_____ 12. Preparer's Signature	_____ 13. Date
_____ 23. Local Agency Representative's Name	_____ 24. Phone	_____ 14. Preparer's Name	_____ 15. Phone
_____ 25. Local Agency Representative's Title	_____ 16. Preparer's Title		

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

NOT APPLICABLE TO DOKKEN ENGINEERING
EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

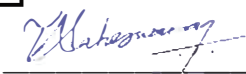
<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p> <p>(attach Continuation Sheet(s) if necessary)</p>	<p>11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)</p>	
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: _____ Print Name: <u>John A. Klemunes Jr., PE</u> Title: <u>President</u> Telephone No.: <u>(916) 858-0642</u> Date: <u>03/16/26</u></p>
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<p>Federal Use Only:</p>		

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EMI has no lobbying activities to disclose.
EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
<input type="checkbox"/>	a. contract	<input type="checkbox"/>	a. bid/offer/application	<input type="checkbox"/>	a. initial
<input type="checkbox"/>	b. grant	<input type="checkbox"/>	b. initial award	<input type="checkbox"/>	b. material change
<input type="checkbox"/>	c. cooperative agreement	<input type="checkbox"/>	c. post-award	For Material Change Only:	
<input type="checkbox"/>	d. loan			year _____ quarter _____	
<input type="checkbox"/>	e. loan guarantee			date of last report _____	
<input type="checkbox"/>	f. loan insurance				
4. Name and Address of Reporting Entity			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
<input type="checkbox"/>	Prime	<input type="checkbox"/>	Subawardee		
			Tier _____, if known		
	Congressional District, if known		Congressional District, if known		
6. Federal Department/Agency:			7. Federal Program Name/Description:		
			CFDA Number, if applicable _____		
8. Federal Action Number, if known:			9. Award Amount, if known:		
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)			11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)		
(attach Continuation Sheet(s) if necessary)					
12. Amount of Payment (check all that apply)			14. Type of Payment (check all that apply)		
\$ _____	<input type="checkbox"/> actual	<input type="checkbox"/> planned	<input checked="" type="checkbox"/>	a. retainer	
			<input type="checkbox"/>	b. one-time fee	
13. Form of Payment (check all that apply):			<input type="checkbox"/>	c. commission	
<input checked="" type="checkbox"/>	a. cash		<input type="checkbox"/>	d. contingent fee	
<input type="checkbox"/>	b. in-kind; specify: nature _____		<input type="checkbox"/>	e. deferred	
	Value _____		<input type="checkbox"/>	f. other, specify _____	
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:					
(attach Continuation Sheet(s) if necessary)					
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>					
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: 		
			Print Name: <u>Alashesh Thurairajah</u>		
			Title: <u>Principal</u>		
			Telephone No.: <u>714.751.3826</u> Date: <u>1/13/2026</u>		
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Federal Use Only:					

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	<p>11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)</p>	
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: JRP Historical Consulting, LLC, does not have any lobbying activities. (attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <u>Bryan Larson</u> Digitally signed by Bryan Larson Date: 2026.03.10 14:36:04 -0700'</p> <p>Print Name: <u>Bryan Larson</u></p> <p>Title: <u>Principal</u></p> <p>Telephone No.: <u>530-757-2521</u> Date: <u>3/10/26</u></p>	
<p>Authorized for Local Reproduction Standard Form - LLL</p>		

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LSC Transportation Consultants, Inc. has no lobbying activities to disclose.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
NA <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	NA <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	NA <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
<input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known	Congressional District, if known	
Congressional District, if known	7. Federal Program Name/Description:	
6. Federal Department/Agency:	CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply)	
13. Form of Payment (check all that apply):	<input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:		
(attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Leslie Suen</u> Print Name: Leslie Suen Title: PE, Principal Telephone No.: 530-583-4053 Date: 3/5/2026	
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Exhibit B

**DOKKEN ENGINEERING Connecting Tecopa Fee
Estimate**

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: DOKKEN ENGINEERING

Project No. TBD Contract No. TBD Date March 16, 2026

Project Name CONNECTING TECOPA: BICYCLE AND PEDESTRIAN SAFETY CORRIDO

DIRECT LABOR

<u>Classification/Title</u>	<u>Name</u>	<u>Range</u>	<u>Hours</u>	<u>Actual Hr Rate*</u>	<u>Total</u>
Project Manager	Kris Kofoed, PE*	\$90.00 - \$150.00	405	\$ 92.00	\$ 37,260.00
Principal in Charge	Juann Ramos, PE*	\$100.00 - \$160.00	10	\$ 125.00	\$ 1,250.00
QA/QC Manager	John A. Klemunes, Jr.	\$100.00 - \$160.00	40	\$ 125.00	\$ 5,000.00
Project Engineer	Matt Madril*	\$70.00 - \$100.00	556	\$ 78.00	\$ 43,368.00
Senior Engineer 3	STAFF	\$90.00 - \$150.00	36	\$ 100.00	\$ 3,600.00
Senior Engineer 2	STAFF	\$80.00 - \$115.00	68	\$ 89.00	\$ 6,052.00
Senior Engineer 1	STAFF	\$65.00 - \$95.00	22	\$ 79.00	\$ 1,738.00
Associate Engineer 3	STAFF	\$65.00 - \$80.00	60	\$ 69.00	\$ 4,140.00
Associate Engineer 2	STAFF	\$60.00 - \$70.00	814	\$ 65.00	\$ 52,910.00
Associate Engineer 1	STAFF	\$50.00 - \$65.00	20	\$ 59.00	\$ 1,180.00
Assistant Engineer 3	STAFF	\$55.00 - \$75.00	0	\$ 59.00	\$ -
Assistant Engineer 2	STAFF	\$44.00 - \$57.00	1852	\$ 50.00	\$ 92,600.00
Assistant Engineer 1	STAFF	\$35.00 - \$48.00	60	\$ 44.00	\$ 2,640.00
Senior CAD	STAFF	\$65.00 - \$95.00	0	\$ 84.00	\$ -
CAD/Detailer 2	STAFF	\$40.00 - \$70.00	0	\$ 56.00	\$ -
CAD/Detailer 1	STAFF	\$30.00 - \$60.00	0	\$ 44.00	\$ -
Engineering Technician	STAFF	\$25.00 - \$55.00	0	\$ 29.00	\$ -
Environmental Lead	Zach Liptak*	\$60.00 - \$90.00	162	\$ 62.00	\$ 10,044.00
Environmental Manager	STAFF	\$80.00 - \$120.00	6	\$ 105.00	\$ 630.00
Senior Environmental Planner 2	STAFF	\$60.00 - \$90.00	44	\$ 74.00	\$ 3,256.00
Senior Environmental Planner 1	STAFF	\$50.00 - \$80.00	94	\$ 62.00	\$ 5,828.00
Associate Environmental Planner	STAFF	\$39.00 - \$59.00	463	\$ 50.00	\$ 23,150.00
Environmental Planner	STAFF	\$33.00 - \$45.00	788	\$ 38.00	\$ 29,944.00
Right of Way Manager	Jamie Formico*	\$70.00 - \$110.00	125	\$ 83.00	\$ 10,375.00
Senior Right of Way Agent	STAFF	\$55.00 - \$85.00	256	\$ 65.00	\$ 16,640.00
Right of Way Agent	STAFF	\$35.00 - \$65.00	68	\$ 41.00	\$ 2,788.00
Right of Way Assistant	STAFF	\$25.00 - \$40.00	8	\$ 31.00	\$ 248.00
Right of Way Technician	STAFF	\$20.00 - \$30.00	91	\$ 27.00	\$ 2,457.00
Senior Appraiser	STAFF	\$55.00 - \$85.00	0	\$ 58.00	\$ -
Appraiser	STAFF	\$35.00 - \$65.00	163	\$ 45.00	\$ 7,335.00
Appraiser Assistant	STAFF	\$25.00 - \$40.00	40	\$ 31.00	\$ 1,240.00
Appraiser Technician	STAFF	\$20.00 - \$30.00	8	\$ 27.00	\$ 216.00
			<u>6,259</u>		

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 365,889.00
b) Anticipated Salary Increases	<u>\$18,523.13</u>

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 384,412.13**

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>103.48%</u>)	c) Total Fringe Benefits [(c) x (d)]	\$ 397,789.67
f) Overhead (Rate: <u>0.00%</u>)	g) Overhead [(c) x (f)]	\$ -
h) General and Administrative (Rate: <u>62.77%</u>)	i) Gen & Admin [(c) x (h)]	\$ 241,295.49

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 639,085.17**

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j) x fixed fee 12%]** **\$ 122,819.68**

COST PROPOSAL

Required Cost Proposal Template To Be Determined By Agency

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Potholing	1	LS	\$ 18,000.00	\$ 18,000.00
Amargosa Vole Survey	1	LS	\$ 19,500.00	\$ 19,500.00
Cultural Record Search	1	LS	\$ 2,500.00	\$ 2,500.00
CEQA Newspaper Notice	1	LS	\$ 1,000.00	\$ 1,000.00
Title Reports	1	LS	\$ 10,000.00	\$ 10,000.00
Appraisal Reviews	1	LS	\$ 5,500.00	\$ 5,500.00

i) TOTAL OTHER DIRECT COSTS \$ 56,500.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

• EARTH MECHANICS, INC.	\$ 115,832.80
• LSC TRANSPORTATION CONSULTANTS, INC.	\$ 64,420.53
• UNICO ENGINEERING	\$ 102,898.84
• JRP HISTORICAL CONSULTING, LLC	\$ 52,414.08

m) TOTAL SUBCONSULTANTS' COSTS \$ 335,566.25

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 392,066.25

TOTAL COST [(c) + (j) + (k) + (n)] \$ 1,538,383.23

*Employees will be billed at their actual pay rates within the ranges specified above. When actual rates change, employees will be billed at their updated rate.

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
 2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
 3. Anticipated salary increases calculation (page 2) must accompany.
-

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$365,889.00	6,259		\$58.46	Year 1 Avg Hourly Rate

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$58.46	+	5.0%	=	\$61.38
Year 2	\$61.38	+	5.0%	=	\$64.45
Year 3	\$64.45	+	5.0%	=	\$67.67
Year 4	\$67.67	+	5.0%	=	\$71.06
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	25.0%	*	6,259	=	1565	Estimated Hours Year 1
Year 2	50.0%	*	6,259	=	3130	Estimated Hours Year 2
Year 3	25.0%	*	6,259	=	1565	Estimated Hours Year 3
Year 4	0.0%	*	6,259	=	0	Estimated Hours Year 4
Year 5	0.0%	*	6,259	=	0	Estimated Hours Year 5
Total	<u>100.000%</u>		Total	=	<u>6,259</u>	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)		Cost Per Year	
Year 1	\$58.46	*	1565	=	\$91,472.25	Estimated Hours Year 1
Year 2	\$61.38	*	3130	=	\$192,091.73	Estimated Hours Year 2
Year 3	\$64.45	*	1565	=	\$100,848.16	Estimated Hours Year 3
Year 4	\$67.67	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$71.06	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$384,412.13	
			Direct Labor Subtotal before Escalation	=	<u>\$365,889.00</u>	
			Estimated total of Direct Labor Salary Increase	=	<u>\$18,523.13</u>	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**:	<u>John A. Klemunes, Jr.</u>	Title**:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>3/16/2025</u>
Email**:	<u>jklemunes@dokkenengineering.com</u>	Phone Number:	<u>916-858-0642</u>
Address:	<u>110 Blue Ravine Road, Suite 200, Folsom, CA 95630-4713</u>		

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Professional Engineering, Environmental, and Right of Way Services



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 14, 2026

Reference ID:
2026-262

Personal Services Contract - Assistant Treasurer-Tax Collector

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

David Fraser, County Administrator

RECOMMENDED ACTION:

- A) Approve the contract between the County of Inyo and Meghan O'Keefe for the provision of personal services as the Assistant Treasurer-Tax Collector at Grade 18, Step A, \$8,254.35 per month effective, April 15, 2026, and authorize the Chairperson to sign; and
- B) Approve the job description for the Assistant Treasurer-Tax Collector.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Department conducted a recruitment process for the Assistant Treasurer-Tax Collector position. Following candidate evaluations and interviews, the Department selected Meghan O'Keefe as the top candidate for the role.

Meghan brings demonstrated experience in public administration, financial operations, and customer-focused service delivery. Her background and skillset align with the operational needs of the Treasurer-Tax Collector's Office and will support continuity of services to the public, efficient departmental operations, and ongoing fiscal accountability.

The Department respectfully requests your Board approve the contract for personnel services and authorize the County Administrator to sign.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010500
Budgeted?	Yes	Object Code	Salary and Benefits object codes
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$39,000 for the period between April 15, 2026 and June 30, 2026

Future Fiscal Year Impacts

Future costs will continue to be budgeted and are expected to increase based on step increases and negotiated COLAs.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract and renegotiate the terms and conditions. However, this is not recommended, as it would delay the start date and further impact the department's operations.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services | Quality County Employees
High-Quality Services | High-Quality County Government Services

APPROVALS:

Keri Oney	Created/Initiated - 03/25/2026
Darcy Israel	Approved - 03/25/2026
Christie Martindale	Approved - 03/26/2026
Keri Oney	Approved - 04/07/2026
Amy Shepherd	Approved - 04/07/2026
John Vallejo	Approved - 04/07/2026
Denelle Carrington	Final Approval - 04/07/2026

ATTACHMENTS:

1. M. OKeefe Contract
2. Assistant Treasurer-Tax Collector Job Description

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEGHAN O'KEEFE
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT TREASURER-TAX COLLECTOR**

INTRODUCTION

WHEREAS, Meghan O'Keefe (hereinafter referred to as "Assistant") has been or will be duly appointed as Assistant Treasurer-Tax Collector for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Assistant desire to set forth the manner and means by which Assistant will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Assistant hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Assistant shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by Assistant under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

Assistant will report directly to and shall work under the direction of the Treasurer-Tax Collector. As the County's Personnel Director, the County Administrative Officer will administer this contract in consultation with the Treasurer-Tax Collector.

3. TERM.

The term of this Agreement shall be from April 15, 2026 until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Assistant 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 Assistant.

B. Travel and Per Diem. Assistant shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Assistant is not be eligible for mileage reimbursement if Assistant receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant 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.

D. Manner of Payment. Assistant will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Assistant by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

Assistant's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Assistant that the performance of these services and work will require a varied schedule. Assistant, in arranging their schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Assistant to provide the services and work described in Attachment A must be procured by Assistant and be valid at the time Assistant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Assistant 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, and professional licenses or certificates. Assistant will provide County, at County's request, 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 Assistant 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.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Assistant with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Assistant to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Assistant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant will use reasonable care to protect, safeguard and maintain such items while they are in Assistant's possession.

B. Products of Assistant'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 or product of, Assistant'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, Assistant will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County of Inyo Standard Contract
(Assistant to Elected)

County shall provide workers' compensation coverage to Assistant for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Assistant for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

In the event the Assistant is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Assistant harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Assistant's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant one hundred eighty (180) days written notice of such intent to terminate. Assistant may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

In the event there is a change in the incumbent holding the Office of Treasurer-Tax Collector Assistant's employment shall continue for a minimum of six (6) months following such change, unless grounds for termination as specified in the Inyo County Personnel Rules and Regulations is determined by the County Administrative Officer, under the advice of County Counsel, and subject to review by the Inyo County Board of Supervisors in closed session. To the extent not inconsistent with the foregoing, should the new incumbent Treasurer-Tax Collector request the County terminate Assistant's services under this Agreement without cause, and the County does so, the one hundred eighty (180) days written notice of such intent to terminate may run concurrently with the six (6) month period following the change of the incumbent holding the Office of Treasurer-Tax Collector.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Assistant agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Assistant agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Assistant only as allowed by law.

15. CONFLICTS.

Assistant agrees that Assistant 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. Assistant agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Assistant 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, Assistant 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, Assistant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo	
<u>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Mailing Address
<u>Independence, CA 93526</u>	City and State

With a copy to:

Treasurer-Tax Collector Department

Assistant	
<u>Meghan O'Keefe</u>	Name
<u>On File</u>	Mailing Address
<u>On File</u>	City and State

19. ENTIRE AGREEMENT.

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

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County of Inyo Standard Contract
(Assistant to Elected)

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEGHAN O'KEEFE
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT TREASURER-TAX COLLECTOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
14TH DAY OF APRIL, 2026.

COUNTY OF INYO


By: _____

Dated: _____

ASSISTANT

By: Meghan O'Keefe


Print or Type Name


Meghan O'Keefe (Apr 6, 2026 23:48:17 PDT)

Signature

Dated: 04/06/2026

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


Kortni Girardin (Apr 7, 2026 08:32:46 PDT)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Personnel Services

County of Inyo Standard Contract
(Assistant to Elected)

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEGHAN O'KEEFE
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT TREASURER-TAX COLLECTOR**

TERM:

FROM: APRIL 15, 2026 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Assistant shall perform the duties and responsibilities as identified in the job description for Assistant incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEGHAN O'KEEFE
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT TREASURER-TAX COLLECTOR**

TERM:

FROM: APRIL 15, 2026 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Assistant shall be compensated at Grade 18, Step A and be paid \$8,254.35 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The Treasurer-Tax Collector will review Assistant's performance annually.
3. Except as otherwise provided in this contract, Assistant shall be compensated and receive benefits according to Inyo County Resolution Number 2026-06 or a successor resolution applicable to Management Employees.
4. County will provide a \$750.00 per month vehicle allowance.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS\\\\



COUNTY OF INYO

Assistant Treasurer Tax Collector

FLSA STATUS: Exempt

DEFINITION:

Under direction, to assist in formulating policy and procedures for the Office of the Treasurer-Tax Collector, to coordinate the planning, organizing, and directing of the activities of the two divisions of that office; to act for the Treasurer and Tax Collector during absences; and to do other work as required.

DISTINGUISHING CHARACTERISTICS:

This single-position class is assigned the responsibility of directing through subordinates the day-to-day activities of both the Treasurer's and the Tax Collector's Divisions of the Office of the Treasurer-Tax Collector in all areas of responsibility assigned to that office by state law and county ordinance. Reporting directly to the Treasurer and Tax Collector, the incumbent in this position utilizes department head directives, governmental laws, and established procedures to ensure that areas of responsibility are being properly met.

ESSENTIAL JOB DUTIES:

The following duties are typical for this classification. Incumbents may not perform all of the duties listed and/or may be required to perform additional or different duties from those set forth below to address temporary or permanent changes in business needs and/or practices.

- Plans and coordinates the activities of the divisions of the Treasurer and Tax Collector's Department under established departmental policies.
- Under established departmental policies, establishes work objectives and reviews work.
- Coordinates workload.
- Administers personnel policies and procedures and training and cross-training programs.
- Administers the investment of surplus funds for the county, schools, and special districts.
- Maintains custody of monies, collateral, and other securities.
- Supervises the banking services operation provided for all departments.
- Supervises the billing, collection, settlement, auditing, and foreclosing for special assessment bonds.
- Provides direction on the billing, collection, and settlement of taxes.
- Supervises the preparation and publishing of the annual list of delinquent taxes, the maintenance of records on properties that has become tax defaulted properties at public auction.
- Oversees the sale of tax defaulted properties at public auction.
- Responds to and maintains all bankruptcy cases.
- Assists in the preparation of the annual departmental budget and supervises budget controls.
- Analyzes proposed and newly enacted legislation affecting the practices and procedures of the Treasurer-Tax Collector's office.

- Prepares or reviews and approves various reports and correspondence.
- Confers with county officials and employees, representatives of other public agencies, and the private sector.
- Complies with the disclosure laws pertaining to the distribution of public documents.
- Participates in the issuance of debt and request for financing received from both the public and private sectors.
- Attends legislative and educational conferences and seminars.
- Represents the Treasurer-Tax Collector at meetings as directed.
- Acts for the department head during absences.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS:

Education/Experience:

To qualify, candidates must meet one of the following criteria:

- Have at least three continuous years of experience in a senior financial management role for a public agency.
- Hold a relevant bachelor's or advanced degree with a minimum of 16 semester units in accounting, auditing, or finance.
- Be a licensed Certified Public Accountant (CPA) with a permit to practice in California.
- Be a designated Chartered Financial Analyst (CFA) with a minimum of 16 semester units in accounting, auditing, or finance.

Licenses, Certificates, and Special Requirements:

- Required to drive a motor vehicle in the course of employment and must possess a valid operator's license issued by the State Department of Motor Vehicles.

The following generally describes the knowledge, skills, and abilities to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- The duties and responsibilities of the Treasurer-Tax Collector functions of the county.
- General and governmental accounting principles, theories, and procedures.
- Federal, state, and local codes, rules and regulations relating to and influencing work-related operations.
- Principles of public administration, organization, and supervision.
- Accounting systems and procedures as applied to electronic data processing.

Skill/Ability to:

- Plan, supervise, and direct the work of an office staff.
- Interpret and apply federal, state, and local laws, and local statutes or ordinances related to tax collection procedures.

- Train and supervise personnel.
- Prepare comprehensive and detailed financial and statistical reports.
- Develop and initiate systems to accommodate the tax collections program requirements.
- Establish and maintain effective relationships with the public and private sectors and co-workers.
- Participate in and benefit from supervision, collaborative staff meetings and trainings.
- Travel to and attend educational seminars.
- Operate various office machines including, but not limited to, ten-key calculators, computers, and typewriters.
- Must be willing and available to work overtime as needed (this position is an exempt position in accordance with the provisions of the Fair Labor Standards Act).

WORKING CONDITIONS:

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform essential job functions.

Environmental Conditions:

- Most assigned work is performed in an indoor office environment out of Independence with continuous contact with people face-to-face and by telephone and other electronic means, with periodic work out of the Bishop office.
- The reporting location in Independence is on the second floor and there is no elevator.
- Expect moderate noise from people and office machines.

Physical Demands:

Frequency does not imply essentiality.

- Constant (>62% of typical day): Sitting, reading/interpreting, computer use (mouse, keyboard, mobile, etc.), repeated hand movements that require dexterity and hand-eye coordination, reaching below the shoulder, handling (holding, light grasping), and lifting/pushing/pulling/carrying up to 10 pounds. Also, interacting / communicating face-to-face and by electronic means with tact and diplomacy using visual/auditory/speech acuity, with memory and recall, for accurate, timely, and courteous operations/communications/transfer of information in a variety of environments.
- Frequent (31-62%): Standing and walking short distances, and bending and twisting of the neck.
- Occasional (7-31%): Operating office machines, driving, lifting/pushing/pulling/carrying 11-25 pounds, fine fingering (pinching, picking), bending and twisting at the waist, and climbing stairs.
- Infrequent (1-7%): Reaching above the shoulder, squatting, and exposure to extreme temperature.
- Never/Rare (<1%): Climbing ladders and working at heights, walking/standing on uneven and slippery surfaces, crawling, exposure to dust/gas/fumes/chemicals, exposure to excessive noise

or vibration, kneeling, lifting/pushing/pulling/carrying more than 25 pounds, operating hazardous machinery, power grasping, and running.